

US EPA RECORD CENTER REGION 5



588312

LITIGATION REPORT
CHEMICALS AND MINERALS
RECLAMATION, INC.



UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION V
230 SOUTH DEARBORN ST.
CHICAGO, ILLINOIS 60604

REPLY TO ATTENTION OF

MAR 29 1984

MEMORANDUM

SUBJECT: Recommended Concurrence on Referral of
a Section 107 CERCLA Cost Recovery Action
to the Department of Justice

FROM: Valdas V. Adamkus
Regional Administrator

TO: Courtney M. Price
Assistant Administrator for
Enforcement and Compliance
Monitoring

I recommend that the enclosed Chemicals and Minerals Reclamation, Inc. matter be referred to the Department of Justice for filing pursuant to Section 107 of the Comprehensive Environmental Response Compensation and Liability Act of 1980, (CERCLA), 42 U.S.C. 9607.

A. NATURE OF THE CASE

On July 10, 1979, the United States filed a civil action under Section 7003 of the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6973, (RCRA), against Chemicals and Minerals Reclamation, Inc., and other defendants. Injunctive relief was sought for the removal of approximately 6,000 drums of solvents, resins and paints. Judge John Manos of the U.S. District Court for the Northern District of Ohio, Eastern Division, granted the Government's request for a temporary restraining order on August 6, 1979. That order required, inter alia, that Chemicals and Minerals Reclamation, Inc., Rodney Cronin, and John Samarin remove the hazardous waste from the Cleveland, Ohio, site. The defendants failed to comply with the Court's order, and, on October 25, 1979, the Court ordered that the Government had the authority to complete the removal of the materials, and that "any and all sums of money expended by, and costs charged to the United States in completion of said function shall be charged against, and paid by, the Defendants, Chemicals and Minerals Reclamation, Inc., Rodney Cronin and/or John Samarin."

The cleanup began in late 1979 and continued until October 13, 1981, when the U.S. Coast Guard could no longer use funds under

Section 311(k) of the Federal Water Pollution Control Act, 33 U.S.C. 1321(k). Thereafter, U.S. EPA began a remedial action pursuant to CERCLA. On-Scene Coordinator, Joseph Fredle, determined that the continued presence of the hazardous substances on the site created an actual or threatened release of a hazardous substance under CERCLA.

On December 23, 1981, a removal action was initiated at the site. More than 1,600 drums of flammable solvent wastes were removed from the site. The action concluded on May 25, 1982, at a total cost of approximately \$443,885.88.

B. CAUSE OF ACTION

EPA's authority to bring this action is based upon Section 107 of CERCLA, which imposes liability upon the owner of a facility for all costs of removal or remedial actions incurred by the United States which are expended pursuant to Section 104 of CERCLA, 42 U.S.C. 9604.

C. PROPOSED REMEDY

The remedy for recovery of funds expended pursuant to Section 104 of CERCLA is a cost recovery action under Section 107 of CERCLA.

D. ISSUES OF NATIONAL OR PRECEDENTIAL SIGNIFICANCE

It is not anticipated that there will be any issues of national or precedential significance involved in this matter.

E. REGIONAL CONTACT PERSON

The Assistant Regional Counsel assigned to this case is Roger Grimes. He can be contacted at FTS 886-6668. Joseph Fredle is the On-Scene Coordinator. He may be reached at FTS 942-7260.

F. CASE DEVELOPMENT PROCESS

Helen Keplinger (FTS 382-3082) is the Headquarters Attorney and Dennis Zapka (FTS 942-7473) is the Assistant United States Attorney assigned to this case.


Valdas V. Adamkus

Attachment

Copies w/attachments to:

F. Henry Habicht, II
Assistant Attorney General
Department of Justice

James R. Williams
United States Attorney
Northern District of Ohio

LITIGATION REPORT

Chemicals and Minerals Reclamation, Inc.

Prepared by

Roger Grimes
Assistant Regional Counsel
U.S. EPA-Region V
FTS-886-6668
March, 1984.

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I. Information Identifying the Defendants

Chemicals and Minerals Reclamation, Inc. (here after "CMR") is an Ohio corporation which was engaged in the business of treating and storing solid and hazardous wastes. Rodney Cronin is an officer of CMR who was actively involved in the management of the CMR site which is the subject of this action. He also operated the site prior to the incorporation of Chemicals and Minerals Reclamation, Inc. on February 1, 1979. John Samarin was engaged in the management of the site and promotion of the business.

II. Synopsis of the Case

On July 10, 1979, the United States filed in the U.S. District Court for the Northern District of Ohio, Eastern Division, a civil action under Section 7003 of the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6973, (RCRA), against CMR. That action sought to compel CMR to remove approximately 6,000 drums of solvents, resins and paints from the site for proper disposal. U.S. District Judge John Manos granted the Government's request for a temporary restraining order on August 6, 1976. That order required, inter alia, that CMR, Rodney Cronin, and John Samarin remove the hazardous wastes from the site. On October 25, 1979, after the defendants failed to properly remove the waste materials, the Court ordered that the Government had the authority to complete the removal of the materials and that "any and all sums of money expended by, and costs charged to the United

States in completion of said function shall be charged against, and paid by, the Defendants, Chemicals and Minerals Reclamation, Inc., Rodney Cronin and/or John Samarin." Attachment A.

The Government-funded cleanup began in late 1979 and continued until October 13, 1981, when the U.S. Coast Guard determined that funds under Section 311(k) of the Federal Water Pollution Control Act, 33 U.S.C. 1321(k) could no longer be used for cleanup. Thereafter, the U.S. EPA began a remedial action pursuant to CERCLA. On-Scene Coordinator Joseph Fredle determined that the continued presence of the hazardous substances on the site created an actual or threatened release of a hazardous substance as that term is used in CERCLA.

On December 23, 1981, a removal action was initiated at the site during which, among other activities, more than 1600 drums of flammable solvent wastes were removed from the site. The action was concluded on May 25, 1982 at a total cost of approximately \$443,885.88.

III. STATUTORY AUTHORITY

A. The statutory provisions which support this referral are Sections 104(a)(1), (a)(2), (c)(1), and 107(a) of CERCLA.

1. Section 104(a)(1), in pertinent part, provides:

Sec. 104. [9604] (a)(1) Whenever (A) any hazardous substance is released or there is a substantial threat of such a release into the environment, or (B) there is a release or substantial threat of release into the environment

of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, the President is authorized to act, consistent with the national contingency plan, to remove or arrange for the removal of *** such hazardous substance, pollutant, or contaminant at any time *** unless the President determines that such removal and remedial action will be done properly by the owner or operator of the facility from which the release or threat of release emanates, or by any other responsible party.

2. Section 104(a)(2) provides:

Sec. 104. [9604](a) *** (2) For the purposes of this section, "pollutant or contaminant" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformation, in such organisms or their offspring. The term does not include petroleum, including crude oil and any fraction thereof which is not otherwise specifically listed or designated as hazardous substances under section 101(14) (A) through (F) of this title, nor does it include natural gas, liquefied natural gas, or synthetic gas of pipeline quality (or mixtures of natural gas and such synthetic gas).

3. Section 104(c)(1) provides:

Sec. 104. [9604](c)(1) Unless (A) the President finds that (i) continued response actions are immediately required to prevent, limit, or mitigate an emergency, (ii) there is an immediate risk to public health or welfare of the environment, and (iii) such assistance will not otherwise be provided on a timely basis or (B) the President has determined the appropriate remedial actions pursuant to paragraph (2) of this subsection and the State or States in which the source of the release is located have complied with the requirements of paragraph (3) of this subsection, obligations from the Fund, other than those authorized by subsection (b) of this section, shall not continue after \$1,000,000 has been obligated for response actions or six months has elapsed from the date of initial response to a release or threatened release of hazardous substances.

4. Section 107(a), in pertinent part, provides:

Sec. 107. [9607] (a) Notwithstanding any other provision or rule of law, and subject only to the defenses set forth in subsection (b) of this section--(1) the owner and operator of *** a facility, (2) any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of, (3) any person who by contract, agreement, or otherwise arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by such person, by any other party or entity, at any facility owned or operated

by another party or entity and containing such hazardous substances, and (4) any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities or sites selected by such person, from which there is a release, or a threatened release which causes the incurrence of response costs, of a hazardous substance, shall be liable for -- (A) all costs of removal or remedial action incurred by the United States Government; *** not inconsistent with the national contingency plan; *** (C) damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury, destruction or loss resulting from such a release.

B. Section 101 of CERCLA defines the key terms of Sections 104 and 107.

1. Section 101(8) defines "environment" as:

Sec. 101. [9601] *** (8) "environment" means (A) the navigable waters, the waters of the contiguous zone, and the ocean waters of which the natural resources are under the exclusive management authority of the United States under the Fishery Conservation and Management Act of 1976, and (B) any other surface water, groundwater, drinking water supply, land surface or subsurface strata, or ambient air within the United States or under the jurisdiction of the United States;

2. Section 101(9) defines "Facility" as:

Sec. 101 [9601] *** (9) "facility" means (A) any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle rolling stock, or aircraft, or (B) any site or area where a hazardous substance has been deposited, stored, disposed of, or placed, or otherwise come to be located; but does not include any consumer product in consumer use or any vessel;

3. Section 101(14) defines "hazardous substance" as:

Sec. 101 [9601] *** (14) "hazardous substance" means (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act, (B) any element, compound, mixture, solution, or substance designated pursuant to section 102 of this Act, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act, (E) any hazardous air pollutant listed under section 112 of the Clean Air Act, and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraph (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquified natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas);

4. Section 101(20)(A) defines "owner or operator," in pertinent part, as:

Sec. 101 [9601] *** (20)(A) "owner or operator" means *** (ii) in the case of an onshore facility or an offshore facility, any person owning or operating such facility ***

5. Section 101(21) defines "person" as:

Sec. 101. [9601] *** (21) "person" means an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body;

6. Section 101(22) defines "release," in pertinent part, as:

Sec. 101. [9601] *** (22) "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment ***.

7. Section 101(23) defines "remove" or "removal," in pertinent part, as:

Sec. 101. [9601] *** (23) "remove" or "removal" means the cleanup or removal of released hazardous substances from the environment, such actions as may be necessary taken in the event of the threat of release of hazardous substances into the environment such actions as may be necessary to monitor, assess, and evaluate the release or threat of release of hazardous substances, the disposal of removed material, or the taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare or to the environment which may otherwise result from a release or threat of release.

8. Section 101(25) defines "respond" or "response" as:

Sec. 101. [9601] *** (25) "respond" or "response" means remove, removal, remedy, and remedial action;

9. Section 101(32) defines "liable" or "liability" as:

Sec. 101. [9601] *** (32) "liable" or "liability" under this title shall be construed to be the standard of liability which pertains under section 311 of the Federal Water Pollution Control Act. */

*/ "The standard of liability in these amendments is intended to be the same as that provided in Section 311 of the Federal Water Pollution Control Act; that is, strict liability."
126 Cong. Rec. H 11787 (daily ed. Dec. 3, 1980.)

IV. Description of Defendant's Business and Technical
Description of the Pollution Source

A. Facility Description and Remedial Action Pursuant
to RCRA and the Federal Water Pollution Control Act

The CMR site is located in the western part of Cleveland, Ohio at 3418 Crescent Avenue. See Attachment B. It is bordered by the Memorial Shoreway West to the west and Old Cuyahoga River Bed to the north. A boat marina is located directly across the Cuyahoga River from the site, and a company called Universal Rebuilding had offices adjacent to the site. The Cleveland Plain Dealer Publishing Company, owner of the site, leased it to Mr. Rodney Cronin. Mr. Cronin used the site to store waste chemicals. He moved from the original place of business at 421 Stones Levee while under a Court order to clean up his original operation.

When first discovered, CMR was located at 421 Stones Levee in Cleveland. A fire occurred at 601 Stones Levee on March 18, 1979, just next door to the original site.

On March 21, 1979, the USEPA, the U.S. Coast Guard, the Cleveland Fire Department, and the Ohio EPA conducted a walk-through inspection of CMR's 421 Stones Levee site. Attachment C. Rodney Cronin arrived on scene during the inspection and explained that he had from 2,000 to 3,000 55-gallon drums of solvent and roof tars in addition to chemicals such as acetates, butyls, ketone chains, toluene, xylene, zinc, chloride, and antimony oxides stored at the site. Mr. Cronin explained

that he was storing the material for eventual reclamation. The storage warehouse was in a seriously deteriorated condition, with many broken windows and doors. Within the warehouse, drums were stacked to the ceiling, and a material, which Mr. Cronin identified as "lining material", was spilled on the floor and ground outside the warehouse. All floor drains and sewers in the warehouse had been blocked with cement. A sample of the lining material was obtained during this inspection. Many drums, most of which were nearly empty, were also noted in storage behind this building.

On March 27, 1979, the Ohio EPA, the U.S. EPA, and the County Health Department conducted a followup inspection of CMR's 421 Stones Levee site, Attachment D. This inspection led to the discovery of approximately 2,000 additional drums of solvents and resins stored behind 601 Stones Levee. Other drums were stored in a delapidated trailer at the 601 Stones Levee address. In addition, piles of various materials were discovered on the grounds, while piles of resinous substances and puddles of oil were evident. It was noted that runoff from a large pile of calcium compounds, paint resins, and solid antimony compounds could pose a threat to the nearby Cuyahoga River during severe rainstorms.

On April 20, 1979, the Cleveland Fire Department sent Mr. Cronin, via certified mail, Attachment E, a list of violations of Municipal Ordinances which were apparent at CMR's Stones Levee site. Mr. Cronin was notified to abate

these violations or to file an appeal with the Cleveland Board of Building Standards by May 20, 1979.

On May 7, 1979, the U.S. EPA collected samples to verify the types of materials stored at the site, Attachment F. In general, the analysis verified Mr. Cronin's description of solvents such as acetone, trichloroethylene (TCE), and carbon tetrachloride being present in the drums sampled.

On July 11, 1979, in response to papers filed on behalf of U.S. EPA, Judge Manos ordered CMR to cease accepting hazardous and solid waste for storage at its Stones Levee site, to adequately ventilate its facilities, to cease storage of waste in containers not meeting OSHA standards, and to separate drums containing flammable wastes from those containing oxidizable material, Attachment G. Mr. Cronin ostensibly began the process of cleaning up the site under the Court order and supervision of the U.S. Attorney's Office. In late 1979, CMR moved its operation from the Stones Levee site to 3418 Crescent Avenue in Cleveland. The disposal of chemicals continued from that location until July 2, 1980, when a fire occurred at CMR's Crescent Avenue warehouse. The fire was confined to the mixing vat area of the building, but it caused a major air pollution problem that required temporarily closing the Memorial Shoreway West. After the fire, Judge Manos ordered Mr. Cronin to stay off the site until he could produce a written clean up plan that met with the Court's approval. However prior to that order, Mr. Cronin did construct a small dike around the vat area at the

request of the U.S. Coast Guard. This was to prevent the vat contents from entering the Cuyahoga River in the event that the building collapsed.

After the July 2, 1980 fire, the City of Cleveland condemned the building for demolition, Attachment H. Despite the condemnation proceeding by the City, the building could not be demolished because one side was full of hundreds of containers of chemicals, and the other side had six vats full of a mixture of chemicals, water from the fire fighting effort, and building material from the roof of the building that had partially collapsed. The City was concerned that the rest of the building would collapse on the chemicals, so the City's demolition department hired a contractor to remove all of the drums from the building and stage them outside on plastic sheets. During the period between July and October 1980, the Cleveland Division of Air Pollution Control had its chemist inspect each container to determine the contents of each according to physical properties. A total of 1,597 containers were inspected, ranging in size from 5 to 55 gallons. Materials found were paints, solvents, tar, grease, and resins, Attachment I. On September 29, 1980, a composite sample of the vats was collected by the City and sent to U.S. EPA's Central Regional Laboratory (CRL) for PCB analysis. On October 24, 1980, the analysis found 10 ppm of PCBs in the composite sample. Each individual vat was again sampled by the City on November 26, 1980, and sent along with composite samples of 7 groups of drums from the site to the CRL for PCB analysis.

On February 9, 1981, the analytical results were received and showed none of the samples to contain more than 50 ppm PCBs. Thereupon, the City unsuccessfully attempted to enter a contract with a waste oil reclaimer to take the material in the vats for recycling.

It should be noted that after the CERCLA funded cleanup was complete, the City of Cleveland Demolition Department did demolish the building during the summer of 1982. This action left the site in its present condition as a vacant lot.

During the July 2, 1980, fire, the U.S. Coast Guard monitored the situation. On July 3, 1980, after the fire was extinguished by the Cleveland Fire Department, the U.S. Coast Guard inspected the site and determined that there was no "imminent threat" to navigable water. As a result, the U.S. Coast Guard could not use 311(k) funds for cleanup.

In order to reevaluate the situation, a meeting of the Regional Response Team (RRT) was called by the U.S. EPA, Ohio EPA, and the City of Cleveland Air Pollution Control Division and Department of Law on February 27, 1981. The RRT concluded that an imminent and substantial endangerment to the environment existed, and that the expenditure of Sec. 311(k) funds to abate the threat was justified, Attachment J. The threats identified included overflow and leakage from six 3,500 gallon vats on site, storage of approximately 2,000 drums containing various substances, and ground saturation with possible migration of substances spilled during the preceding eight months. In addition, at the RRT meeting, a request for 311(k) funding was

granted through Project No. 210036 with a ceiling of \$10,000. These monies were to be used for preliminary sample analysis and "first aid" abatement efforts for prevention of flow of product to the Cyahoga River. The On-Scene Coordinator (OSC) was provided by the Coast Guard. When contacted by the OSC, the Plain Dealer Publishing Company verbally refused to accept responsibility for the cleanup.

Between March 27, 1981, and April 13, 1981, the Coast Guard worked with Wiseman Oil Company to remove an estimated 10,500 gallons of flammable solvents from the vats and some of the drums on the site, Attachment K. Because this material was recycled by Wiseman Oil Company, this work was done at no cost to the Government.

On June 9, 1981, the U.S. Coast Guard wrote to Mr. Cronin giving him an opportunity to voluntarily complete the cleanup of the site, Attachment L. He verbally accepted responsibility for the project, but no results ensued. Thus, on July 1, 1981, a second letter was sent by the Coast Guard notifying Mr. Cronin of the conditions under which he would be allowed to clean up the facility. No reply was received from Mr. Cronin, Attachment M.

Between July and September 1981, vandalism at CMR resulted in the dumping of approximately 30 drums of chemicals onto the the ground in the yard area. The contents were identified as resins and paint residues, Attachment N. The material generally

solidified upon exposure with no apparent runoff to any surface water. In addition, youths were caught inhaling fumes from drums of unknown substances. The Plain Dealer contracted to have cement poured over the tops of approximately 300 drums at the site to secure them.

On October 31, 1981, the USCG terminated its removal activities under Section 311(k) funding. The site was then turned over to the U.S. EPA for Superfund action.

B. Remedial Action Pursuant to CERCLA

Because the USCG had turned the site over to U.S. EPA, the OSC made a site inspection on November 16, 1981. During the inspection of this site, the contents of an additional 25 of the drums in the yard area were found spilled on the ground. Most of the material spilled was either pooled on the ground or had already soaked in, but some of the material could have been washed into the river by rain runoff.

Located on the remainder of the site were approximately 700 drums that had been staged by the City outside of the warehouse, and an additional 700 drums inside the garage area. The vats remained about half full of liquids. Thus, on November 19, 1981, a request for \$170,000 of immediate removal funds was made by the Region V office to Headquarters. After some discussion with U.S. EPA Headquarters personnel, a project ceiling of \$205,000 was approved on November 20, 1981, to take immediate action, Attachment O. Also on November 20, 1981, both Mr. Cronin, the site operator, and the Plain Dealer Publishing Company, the property owner, were given verbal

demands to cleanup the site, Attachment P, which were followed by written notices, Attachment Q. The Plain Dealer refused to take action, but Mr. Cronin stated that he would try to develop a written cleanup plan by the deadline of noon November 24, 1981. However, Mr. Cronin did not contact the OSC by the deadline. Thus, on November 25, 1981, a Notice to Proceed was issued, Attachment R, by the OSC to Samsel Services Company of Cleveland, Ohio, to start sampling drums and to cleanup spilled material on site. As the cleanup proceeded, the additional tasks of compatability testing, removal, and disposal of liquids and solids were also given to Samsel Services Company. Also, due to the past activities of vandals at this site, the OSC determined that security would be necessary to prevent any further problems, while the contractor was not working on the site.

On November 30, 1981, the soil, contaminated by previous vandalism, was scraped into a pile and covered. As the soil was being scraped into the pile, samples were taken for EP toxicity analysis to evaluate disposal options. On December 31, 1981, the results showed low levels of contamination. The dirt was therefore able to be disposed of at the Doherty Landfill in Geneva, Ohio on March 30, 1982, as the weather broke.

Starting on November 25, 1981, each drum was sampled, beginning with the drums that had been staged outside the warehouse by the City. Next, the drums in the garage area were sampled. This sampling was completed by December 23, 1981, Attachment S. Compatability testing was done simultaneously with the drum

sampling and was completed on February 7, 1982. These compatibility tests allowed the segregation of waste into categories for disposal purposes. The categories were organic and inorganic with the organic category being broken down into four subcategories of nonchlorinated/nonflammable, chlorinated /nonflammable, chlorinated/flammable, and nonchlorinated/flammable. The drums were then color coded according to their category for easy segregation. The compatibility samples were composited by category and sent on March 12, 1982, to be analyzed for disposal parameters, Attachment T.

This analysis was completed by April 1, 1982, and it was found that the chlorinated/nonflammable and nonchlorinated/flammable composite samples contained PCB concentrations between 10 and 50 ppm, Attachment U. Thus, a drum-by-drum analysis had to be done on the drum samples collected in November and December 1981 from those two categories to locate the PCB-contaminated drums. Six drums containing greater than 50 ppm PCBs were found out of the 730 drums analyzed. These six drums were overpacked and sent to the Rollins Environmental Services incinerator in Deer Park, Texas on May 24, 1982.

All of the other organic liquid was pumped into tankers for shipment to the Rollins Environmental Services incinerator in Bridgeport, New Jersey. There was a total of 25,500 gallons of organic liquid sent to Bridgeport during the cleanup in five separate loads. Two loads left on May 3, 1982, another two loads were shipped on May 24, and the last load left the site

on May 25, 1982. Also 4,000 gallons of inorganic liquids removed from the vats and some of the drums were sent to Alcem-tron in Cleveland on May 20, 1982, for pretreatment before discharging to the sanitary system. Sludge from the vats was drummed, solidified, and sent to the Fondessy Landfill along with the sludges left in the drums. A total of 1,260 drums were disposed at the Fondessy Landfill leaving the site in 24 shipments between April 19 and May 25, 1982. It should also be noted that 100 drums of grease were sent to the Doherty Landfill in Geneva, Ohio, for disposal on April 9 and 10, 1982. The cleanup was completed on May 25, 1982, Attachment V.

V. Administrative and Enforcement History

Verbal notice was given to Rodney Cronin on November 11, 1981, giving him an opportunity to voluntarily undertake the necessary response actions at the site. He declined to assume responsibility. A written notice was sent to him on December 3, 1981.

A draft demand letter for repayment of the expended CERCLA monies to the potential defendants is included as Attachment W to this report.

VI. Required Elements of Proof and Evidence

A. Elements of Proof

The Government has an outstanding judgment against Rodney Cronin, Attachment A. Consequently, the only element requiring proof is the substantiation of costs incurred. The Government,

however, should be prepared to address the traditional elements of proof in a Section 107 recovery action, in the event that Judge Manos wants the record to reflect the review of a Section 107 count.

In order to be held liable for costs associated with response action taken pursuant to Section 104 of CERCLA,* Section 107 requires that:

1. There be a release or threatened release;
2. of a hazardous substance;
3. from a facility; and,
4. response action was taken to abate the release or threatened release of hazardous substances; and that,
5. the costs of the response action were not inconsistent with the national contingency plan.

Section 107 further provides that the following categories of "persons" shall be liable for the costs of the response action:

6. the owner and operator of the facility at the time of the release or threatened release;
7. the owner or operator of the facility at the time of disposal of hazardous substances;
8. the person who arranged for the disposal (either self or with a transporter) of hazardous substances at the facility; and,
9. the person who accepted the hazardous substances for transport to the facility.

*/ Section 111 of CERCLA establishes the authorized uses of the fund established by Section 221 of CERCLA.

B. Evidence

The following exhibits and testimony may be used to establish the Government's prima facie case for recovery in this matter:

1. Testimony and documentation will be used to establish the costs expended at the site. The identities of the appropriate witnesses will be determined at the time of the trial as personnel changes in these positions are routine.

- a. U.S. Coast Guard documentation of costs expended.
- b. Notice to Proceed with Emergency Response to Hazardous Substances Release
- c. Award/Contract
- d. Contract
- e. POLREPS
- f. Daily Contractor Reports
- g. Contractors Cost Reports
- h. Final Certified Invoices to Contractors
- i. Computer Printout of EPA Obligations, Disbursements and Expenses
- j. EPA Personnel Costs

In the event that the court requires the elements of proof for a cost recovery action:

2. Eyewitness accounts and supporting documentation will be used to establish that the site conditions represented a substantial threat of a release of hazardous substances:

- a. Joseph Fredle, U.S. EPA, OSC
OSC Report
Ten Point Document
 - b. Dick Dell, City of Cleveland
Technical Report
 - c. Dave Hartman, Samsel Service Company
Staff Hydrologist
Daily Contractor Reports
 - d. Skip Manclark, U.S. Coast Guard
Routine Reports
3. Testimony and documentation will be used to establish that hazardous substances existed at the site:
- a. Joseph Fredle, U.S. EPA, OSC
OSC Report
 - b. Dick Dell, City of Cleveland
Technical Report
 - c. Dave Hartman, Samsel Services Company
Staff Hydrologist
Analytical Reports
4. Testimony and a copy of the National Contingency Plan, 40 C.F.R. Part 300 (NCP) will be used to establish consistency with the NCP:
- a. Joseph Fredle, U.S. EPA, OSC
5. Testimony will be used to establish the operation of the site.
- a. Rodney Cronin

C. Resource Requirements

It is reasonable to expect that a hearing to prove costs consistent with the prior judgment will occur.

Should the court order that the Government amend its complaint to include a Section 107 count, it may be necessary to have a full civil trial.

VII. Description of Cost Recovery Documentation

Because this matter will be in the nature of a collection action on a judgment already received (Attachment A), the Government should have to prove only the expenditure of funds in accordance with the National Contingency Plan. For that reason the cost recovery documentation has been collected in this section for easy reference. That documentation consists of the following documents not already made a part of this report.

First, the On-Scene Coordinator's Report of the cleanup effort and the expenditure of \$443,885.88, Attachment X. Personnel and travel costs expended by the U.S. EPA are represented in Attachment Y and amount to \$540.60 for travel and \$3,426.13 for personnel costs. The contract between the U.S. EPA and the cleanup contractor, Samsel Services, Inc. is attached as Attachment Z, and it is through this contract that the great majority of the expenditures by the Government were made. On several occasions, the Samsel contract was modified as the cleanup was underway in order to accommodate the changing needs of the cleanup effort. Those alterations to the contract are collected together in Attachment A1. Finally, the actual invoices from the cleanup contractor have been collected as Attachment B1.

All of these cost recovery documents are self explanatory and will be used to support the proof of the expenditures by the Government.

VIII. Relief Requested

The relief requested in this action is simply reimbursement for governmental expenditures made at the CMR site.

IX. Anticipated Issues

Although the District Court has ordered that the Defendants reimburse the Government for costs incurred, the filed action has not been amended to include a CERCLA count. The Defendants may argue that it is inappropriate in a RCRA Section 7003 matter to seek reimbursement for costs expended under CERCLA. The Government does, however, stand ready to file an amended complaint.

Mr. Cronin may attempt to construe the fact that U.S. EPA "approved" of the site to which the barrels were moved as a defense pursuant to Section 107(b)(3) of CERCLA. This Section in pertinent part provides that:

"the act of third party *** existing directly or indirectly, with the defendant *** if the defendant establishes by a preponderance of the evidence that (a) he exercised due care with respect to the hazardous substances concerned, taking into consideration the characteristics of such hazardous substance, in light of all relevant facts and circumstances, and (b) he took precautions against foreseeable acts or omissions of any such third party and the consequences that could foreseeably result from such acts or omissions;"

The Government agreed to the change of sites. The Government will need to show that its approval of a site change did not constitute any authorization for the continued improper management and handling of hazardous substances by CMR.

X. Index Of Attachments

Attachment A	Court Order, Case No. C79-1356
Attachment B	Site map
Attachment C	Report of 3-21-79 site visit
Attachment D	Report of 3-27-79 site visit
Attachment E	4-20-79 letter by City of Cleveland
Attachment F	7-6-79 analytical results
Attachment G	Court Order, Case No. C79-1356
Attachment H	8-1-80 notice of intent to demolish
Attachment I	12-30-80 report by regarding sampling
Attachment J	2-27-81 U.S. Coast Guard report of Regional Response Team meeting
Attachment K	4-16-81 U.S. Coast Guard report on Wiseman Oil Co. removal
Attachment L	6-24-81 record of U.S. Coast Guard demand on Rodney Cronin
Attachment M	8-19-81 record of Cronin failure to respond to demand by U.S. Coast Guard
Attachment N	11-19-81 request for assistance by On-Scene Coordinator
Attachment O	11-20-81 approval of \$ 205,000 to take immediate removal action
Attachment P	11-20-81 record of verbal demand on Rodney Cronin and Plain Dealer
Attachment Q	12-1-81 written demand on Plain Dealer and Rodney Cronin
Attachment R	11-20-81 notice to Samsel Services to proceed
Attachment S	1-19-82 polrep

Attachment T	3-5-82 polrep describing compatability testing
Attachment U	3-30-82 polrep describing PCS testing
Attachment V	6-3-82 polrep describing conclusion of action and additional interim polreps
Attachment W	Draft demand letter to Rodney Cronin
Attachment X	6-1-83 On-Scene Coordinator's Report
Attachment Y	2-17-84 report on Region V expenses
Attachment Z	11-25-81 contract with Samsel Services
Attachment A1	Amendments to Samsel Services contract
Attachment B1	Cost recovery documentation

ATTACHMENT A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

-vs-

CHEMICALS AND MINERALS
RECLAMATION, INC., a
Corporation; PENN CENTRAL CORP.,
a Corporation; and RODNEY CRONIN,
JOHN SAMARIN, WILLIAM BELMAN and
MICHAEL WEINGARTEN, individuals,

Defendants.

Civil No. C79-1356

Judge John M. Manos

O R D E R

This cause came on for hearing this 25th day of October, 1979, upon the Motion of plaintiff for an Order to show cause and the Order of this Court to show cause why Defendants, CHEMICALS AND MINERALS RECLAMATION, INC., RODNEY CRONIN, and JOHN SAMARIN should not be adjudged guilty of contempt of this Court.

The Court finds that Defendants, CHEMICALS AND MINERALS RECLAMATION, INC., RODNEY CRONIN, and JOHN SAMARIN have failed to comply with the requirements of the Orders of this Court entered on August 6, 1979 and September 27, 1979

Attachment B
ATTACHMENT B

P.D.
Warehouse

Vats

Drive Area

Trailer

Drum Area

Drum Area

(APPROX 700 DRUMS
THIS AREA)

Approximately
Six foot Slope

Access Road

Drum

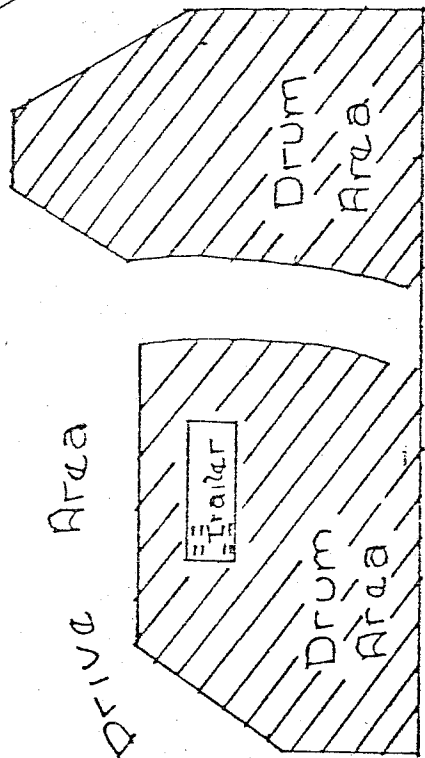
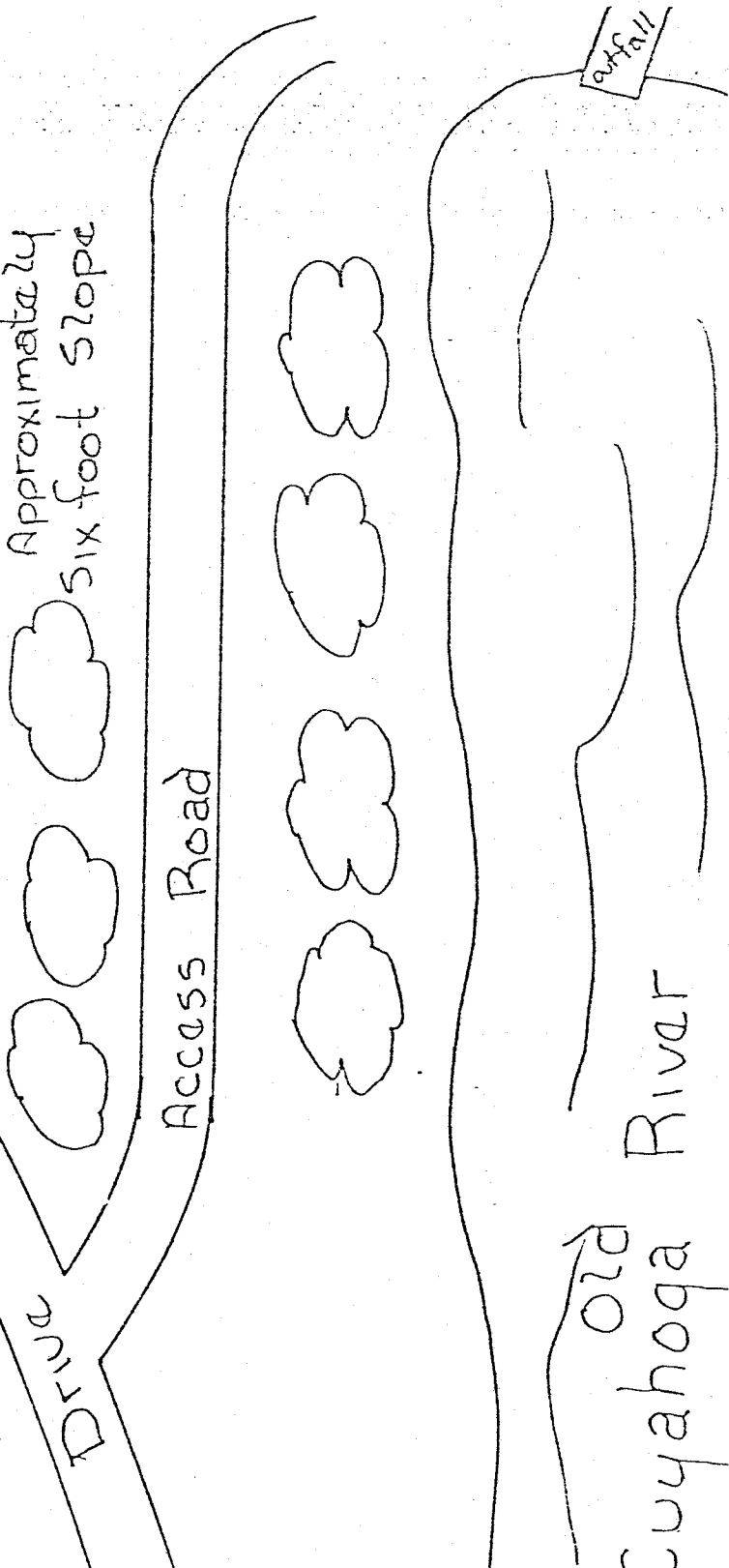
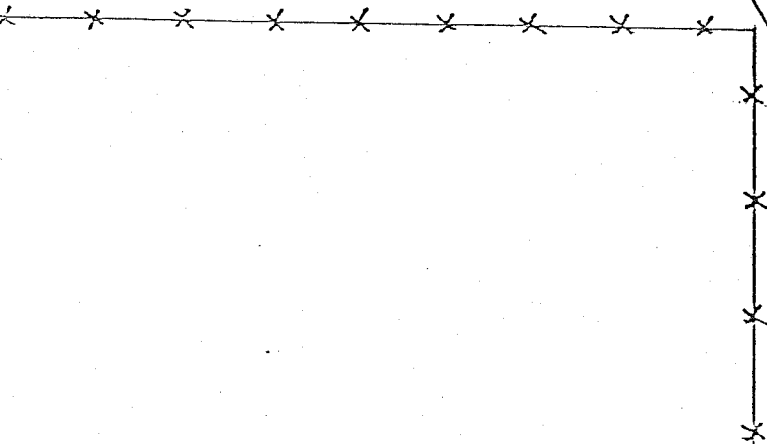
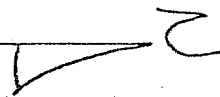
Old
Cuyahoga River

outfall

Drums
concreted
over

Garage
(APPROX 200
DRUMS)

Shoreway



Attachment

ATTACHMENT C

March 29, 1979

Inspection Survey - Chemical Mineral Reclamation Inc. Warehouse

RECEIVED

Joseph Fredle, OHMC

MAR 30 1979

A.R. Winklhofer, Director, EDO

OFFICE OF DIRECTOR
S & A DIVISION, E.P.A.
REGION V

On 3/21/79 I conducted a cursory inspection of an old rundown warehouse located at 421 Stones Levee Road in the flats area of Cleveland. I was accompanied by officials from the U.S. Coast Guard COTP Cleveland, the Cleveland Fire Department and the Ohio EPA. The warehouse is leased from Penn Central to Chemical Mineral Reclamation Inc. (CMR) which is owned by Mr. Rodney Cronin. Mr. Cronin arrived at the site after we did. He explained that he has between 2,000 and 3,000 55 gallon drums of mostly solvent and roof tar. They produce the roof tar by blending waste material from other manufacturers of roof tar with solvents.

The other chemicals that were mentioned as being there are acetates, butyles, ketone chain tylene, xylene, zinc chloride and antimony oxides. CMR buys these chemicals as waste chemicals from other companies, has them reprocessed and then sells them. Mr. Cronin showed me a letter that he had received from an agent of Summit National Services attempting to make arrangements with CMR to take some of the material that Summit National has stored on their property, when the ban on shipping out of Summit National is lifted.

The physical condition of the warehouse is rundown to say the least. All of the windows and doors are broken. The building has drums stacked to near the ceiling. There is material on the ground which was stated to be can lining (a sample of it was collected). Behind the building is a storage area of mostly empty drums, but a few of them had markings such as para formaldehyde, styrene monomer and sludge triclone on them. Mr. Cronin explained that these were the drums that they received some of their waste materials in and that the markings on the drums are not indicative of what they received in the drum. Mr. Cronin also stated that all floor drains and sewers in the building have been blocked off so that anything that is spilled will not get out of the building or into the storm or sanitary sewers. My general observation is that the place looks like an accident waiting to happen, but there is presently no problem being caused by the facility as far as a discharge to a waterway is concerned. A referral to OSHA may be appropriate in this matter. The office address and phone number for the company is:

Chemical Mineral Reclamation, Inc.
3200 Clark Avenue
Cleveland, Ohio
216-631-3035

RECEIVED

MAR 30 1979

U.S. EPA CENTRAL DISTRICT OFFICE
536 SOUTH CLARK STREET
CHICAGO ILLINOIS 60605

An initial evaluation of the facility and the type of products stored there indicate that no SPCC plan would be required.

cc: Donald A. Wallgren, 5S
✓ Lee Townsend, CDO
Joseph Boyle, 5AHWM
Bill Constantelos, 5EWPE

Attachment D

ATTACHMENT D

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

Date: JUN 4 1979

Subject: Chemical Mineral Reclamation, Inc.

From: Joseph M. Boyle *Joseph M. Boyle*
Hazardous Waste Management Section

To: Eileen Bloom
Water and Pesticide Enforcement Branch

I visited the site on the morning of Tuesday, March 27, 1979. I was accompanied by Mr. Robert Bowlus, Eastern District Office, USEPA, who had arranged for Mr. Rodney Cronin to meet us at the site. A team from the Ohio Environmental Protection Agency (OEPA) had scheduled an inspection for the same day. The team included representatives from both the central office in Columbus (Mr. Ken Harsh, Emergency Response) and the Northeast District Office (Ms. Debbie Berg, Solid Waste Division). Mr. Silvio Cortese of the City of Cleveland Environmental Health Service was also present. The address of the site is listed as 421 Stones Levee Road. It is located within the city limits of Cleveland, Ohio in an area referred to as the "flats". The building lies approximately 50 meters from the Cuyahoga River. No intervening levee is present. According to Mr. Cronin, the site is being leased from Conrail.

Mr. Cronin permitted our access to both the interior of the building and to the area outside the building where various wastes were placed. The physical condition of the building was one of disrepair. Numerous windows had been broken out and the condition of the roof was such that meltwater from the previous day's snowfall leaked into the building. The concrete floor supported several hundred 55-gallon drums of various wastes. The drums were in upright positions and, in some locations, were stacked as high as four levels. Pallets were not utilized in all stacking situations. The limited aisle space was generally sullied by what appeared to be a mixture of spill residue and sorbent material. Although the majority of the drums were covered, strong chemical odors prevailed in the building. Mr. Cronin claimed that various types of wastes were segregated, but the absence of any objective labeling scheme prevented my visual verification of that claim. He estimated that current operations at this location result in a turnover of 8,000 to 10,000 drums per year.

Mr. Cronin indicated that the bulk of the waste within the building was "butyl cellulose solvent." A label on one drum read "CELLOSOLVE Acetate 99%." He characterized other organic wastes in the building as acetone, ketones, toluene, and xylene. He estimated that less than 5% of the wastes was chlorinated to any degree. The acetone was virgin material which had taken in moisture. According to Cronin, the acetone and the "butyl cellosolve" had been sold to customers for distilling and would be removed from the building within a couple of months. He also acknowledged the presence of inorganic wastes, namely, antimony oxide and zinc chloride.

The grounds immediately outside of the buildings exhibited marshalling operations where tens of drums of waste were stored in anticipation of shipment to the incineration facility of Robert Ross and Sons, Inc., in Grafton, Ohio. The area was quite muddy and did not appear to have any sort of concrete or asphalt pad. The drums intended for shipment were in upright positions, arranged in either 1 or 2 levels.

Other drums in the area were randomly oriented. Additional uncontained, highly viscous waste covered portions of the ground surface. None of this waste displayed any hint of being actively managed, i.e., intended for either off site disposal or reclamation. Parts of the general area adjacent to the building have also been used as dump sites for several loads of demolition debris.

ATTACHMENT E

City of Cleveland

DENNIS J. KUCINICH, MAYOR

April 20, 1979

RECEIVED

MAY 2

WASTE MANAGEMENT DIVISION
Hazardous Waste Section

DIVISION OF FIRE

WILLIAM E. BARRY, CHIEF

REGISTERED MAIL

Mr. Rodney Cronin
3200 Clark Avenue
Chemical & Minerals Reclamation Co.
Cleveland, Ohio

Re: 421 Stones Levee
Improper Storage of
Hazardous materials
HIGH HAZARD OCCUPANCY
In Excess of 2,000
(55 gal. drums).

Dear Sir:

A recent inspection of the subject location by
Lieutenant Hopkins of the Division of Fire, revealed
the followings violations of the Municipal Code, and
the methods for correcting them:

1. No Permit.
Section 383.04 (e). A permit shall be required for the regular storing or handling of flammable liquids in excess of 25 gal. class III, inside a building and 55 gal. class III, outside of building.
2. No Certificate of Occupancy.
Section 383.04 (g). A new certificate of occupancy shall be obtained whenever there is any increase in the quantity, or substantial change in the character, location or method of storage of flammable liquids on such premises.
3. Improper out door storage.
Section 383.27 (a). No flammable liquid containers shall be stored by being piled one on top of another without provisions for maintaining the piles in a stable condition by the use of pallets or other stable supports.
4. Quantity Storage of Corrosive Liquids.
Section 385.47 (b). Storage containers are sub-standard and not within a fire-resistive storage room equipped with adequate natural or mechanical ventilation and conforming to Section 3129.43 (c).

5. Section 385.47 (d). Corrosive liquids shall be stored over safety catch basins or similar devices so that leakage of such liquids shall not endanger life or property. Corrosive Liquids stored so that unauthorized persons shall not have ready access there to. The doors are not secure and many windows are broken out.

You are hereby notified to abate the above violations by May 20, 1979.

If you are aggrieved by this order, you may file an appeal with the Board of Building Standards, and Building Appeals Room 15, City Hall within thirty (30) days of the date of this letter.

If there are any questions, please call Lieutenant Hopkins, at 621-1230.

Sincerely,

William E. Barry, Chief
Division of Fire

WEB/lg
cc: Lt. Hopkins
cc: file
#277-79

ATTACHMENT F

July 6, 1979

FILE: Dyer's File

Analytical Results: Data Set EDO 386
Samples From Chemical Mineral Reclamation

Emilio Sturino PhD
Chief, Organic Lab Section, CRL

A.R. Winkhofer, Director
Eastern District Office

Thru: Curtis Ross, Director
Central Regional Laboratory

Listed below are the chemical results for subject samples. A copy of the results was given to John Barney of the Enforcement Division on June 25, 1979

If you have any questions regarding these analysis, please call me at 353-8370.

Sample #79-EF01S01

Compound Detected

Concentration

Acetone

86%

Sample #79-EF01S02

Compound Detected

Concentration

Acetone

83%

Sample #79-EF01S03

Compounds Detected

Concentration

Acetone

17%

Trichloroethylene

83%

Sample #79-EF01S04

Compounds Detected

Concentration

Methyl ethyl ketone

53%

Ethyl acetate

17%

Hexane

10%

Heptane

11%

E. Sturino, kac, 7/6/79, CRL				CONCURRENCES			
SYMBOL	CRL	CRL	CRL				
DATE	7/6/79	7/9/79	7/11/79				

EPA Form 1320-1 (12-70)

OFFICIAL FILE CO

Sample #79-EF01S05

Compounds Detected

Acetone
1,1,1 trichloroethane
Trichloroethylene
Tetrachloroethylene

Concentration

5%
<1%
<2%
51%

Sample #79-EF01S07

Compounds Detected

Acetone
2-nonyne
Octahydro-2-methyl pentalene
Tricyclo (3,3,1,13,7) decanone
3-methyl bicyclo (3,3,0) octane
2-methyl-cis-bicyclo (3,3,0) octane
1-ethyl-1-methyl cyclohexane
Trimethyl cyclohexane
3,4,4 trimethyl-2-hexene
Propylcyclohexane
1 ethyl-2-methyl cyclohexane
Tetramethyl-3-hexene
Isomer of tetramethyl-3-hexene

Concentration

<1%
<1%
<1%
<1%
<1%
<1%
<1%
<1%
<1%
<1%
<1%
<1%
<1%

Sample #79-EF01S09

Compounds Detected

Acetone
2 methyl propanol
Trichloroethylene
4 methyl-2-pentanone
Tetrachloroethylene
Toluene

Concentration

<5%
<5%
66%
6%
13%
5%

Sample #79-EF01S10

Compounds Detected

Concentration

Methylene Chloride
 Acetone
 1,1,2-trichloro-1,2,2-trifluoroethane
 1,2-dichloroethane
 1,1,1 trichloroethane
 Carbon tetrachloride
 Trichloroethylene
 2-methyl hexane
 Tetrachloroethylene
 Toluene
 Xylene and xylene isomer

6%
 2%
 1%
 39%
 <1%
 9%
 19%
 <1%
 <1%
 <2%
 <2%

Sample # 79-EF01S11

Compounds Detected

Concentration

Methyl ethyl ketone
 2 methyl-1 pentene
 3 methyl-1-pentene
 Hexane
 Trans-1,3, dimethyl Cyclohexane
 Toluene
 3 methoxy hexane
 N-heptane
 Ethyl benzene
 Xylene
 Methyl Cyclohexane

<1%
 <1%
 <1%
 2%
 <1%
 26%
 30%
 3%
 1%
 1%
 <1%

Sample #79-EF01S12

Compounds Detected

Concentration

Ethanol
 Methyl ethyl Ketone
 Ethyl acetate
 3,3,6-trimethyl bicyclo (3,1,0) hexane-2-one
 Toluene

12%
 1%
 <1%
 <1%
 <1%

Sample #79-EF01S13

Compounds Detected

Concentration

1,1,2 trichloro-1,2,2-trifluoroethane	<1%
1,2 dichloroethane	<1%
1,1,1 trichloroethane	<1%
Carbon tetrachloride	<1%
2-Methoxy ethanol	<1%
Trichloroethylene	<2%
Methyl cyclohexane	<1%
4 Methyl-2 pentanone	1%
Toluene	1%
Ethylbenzene	1%
1,1,1 trichloro-2,2,2 trifluoroethane	11%
Xylene and isomer	1%
Trimethyl benzene	

ATTACHMENT G

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

FILED
1979 JUL 11 AM 9:24
CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO

UNITED STATES OF AMERICA,)	CASE NO. C79-1356
)	
Plaintiff,)	
)	
v.)	Judge John M. Manos
)	
CHEMICALS AND MINERALS)	
RECLAMATION, INC.,)	
a Corporation; PENN CENTRAL)	
CORP., a Corporation; and)	
RODNEY CRONIN, JOHN SAMARAN,)	
WILLIAM BELMAN and MICHAEL)	
WEINGARTEN, individuals,)	
)	
Defendants.)	<u>ORDER</u>

Plaintiff having filed a motion for Temporary Restraining Order and Complaint For Preliminary and Permanent Injunction, and plaintiff having filed documents in support of the prayers; and plaintiff having given notice to the defendants as set out in the certificate of Dennis P. Zapka, and the Court having considered the motion and supporting documents, and it appearing that plaintiff will suffer irreparable injury and damage in that defendants are causing and, unless restrained as herein set forth pending a hearing on plaintiff's application for Preliminary Injunction, will continue to cause immediate and irreparable injury and damage to the public by doing or causing to be done the following acts:

- (1) Maintaining inadequate storage facilities for the nature of the business conducted ie. failing to provide adequate security on the premises and failure to properly maintain the storage structures;
- (2) Failing to adequately maintain the grounds allowing the build-up of debris, barrels and highly viscous waste in the area surrounding the storage facility;

- (3) Failing to properly store drums and barrels containing hazardous chemicals and materials including, inter alia, storage of oxidizing agents in close proximity to highly flammable material; improper stacking of drums; improper maintenance of drums resulting in leakage of materials.

IT IS THEREFORE ORDERED that plaintiff's prayer for a Temporary Restraining Order be, and is hereby granted.

IT IS FURTHER ORDERED that:

- (1) Defendants shall not receive any solid or hazardous waste at the Chemicals and Minerals Reclamation, Inc. site identified in paragraph 15 of the Complaint and defendants shall not remove any material whatsoever from the site unless such material is removed in accordance with a plan approved by the United States Environmental Protection Agency;
- (2) Defendants, their officers, agents and employees shall cease storing solid and hazardous waste in containers which do not meet Occupational Health and Safety Administration (OSHA) specifications for flammable and combustible liquid containers (29 CFR 1910, subpart H §1910.106) and which are not compatible with the waste to be contained.
- (3) Defendants, their officers, agents and employees shall cease storing solid and hazardous wastes in containers piled one on top of the other without the use of pallets or other stable supports.
- (4) Defendants, their officers, agents and employees shall cease storing solid and hazardous waste in inadequately ventilated rooms.
- (5) Defendants, their officers, agents and employees shall cease storing potentially incompatible solid and hazardous waste, as identified in Exhibit 4, attached to the Complaint, in drums in close proximity.
- (6) Defendants, their officers, agents and employees shall cease storing solid and hazardous waste in buildings not properly secured from unauthorized entry.
- (7) Plaintiff's request for a Preliminary Injunction will be heard by this Court at 9:15 o'clock a. m. on the 23rd day of July 1979.

- (8) The Temporary Restraining Order issued herein shall expire on the 23rd day of July, 1979, unless within that time the Order is extended for good cause shown or unless defendants consent to an extension.
- (9) Copies of this Order shall be immediately served by the United States Marshal on the named parties defendant.

John M. Manor

UNITED STATES DISTRICT JUDGE

Dated: July 11, 1979.

ATTACHMENT H

BAKER & HOSTETLER

COUNSELLORS AT LAW

IN WASHINGTON, D. C.
818 CONNECTICUT AVE., N.W.
WASHINGTON, D. C. 20006
(202) 861-1500

IN COLUMBUS, OHIO
100 EAST BROAD STREET
COLUMBUS, OHIO 43215
(614) 228-1541

1956 UNION COMMERCE BUILDING
CLEVELAND, OHIO 44115

(216) 621-0200
TWX 810 421-8375

IN ORLANDO, FLORIDA
850 CNA TOWER
ORLANDO, FLORIDA 32802
(305) 841-1111

IN DENVER, COLORADO
500 CAPITOL LIFE CENTER
DENVER, COLORADO 80203
(303) 861-0600

August 1, 1980

Ohio Industrial Fuel
c/o Mr. Rodney Cronin
8707 Bancroft Avenue
Cleveland, Ohio 44105

Re: Demolition of Building and Removal of
Chemicals From Premises Formerly Leased
By Ohio Industrial Fuel From Plain
Dealer Publishing Co.

Gentlemen:

This is to advise you that the City of Cleveland, pursuant to Section 3103.08 of the Codified Ordinances of the City of Cleveland, intends to demolish the building formerly leased by you at 5418 Crescent Avenue, Cleveland, Ohio, during the week of August 4th, 1980. In connection with the demolition work, the City intends to remove, relocate and destroy the chemicals stored on the premises. The Plain Dealer has been advised by the City, the Ohio Environmental Protection Agency (the "Ohio EPA"), the Federal Environmental Protection Agency (the "EPA") and Dennis Zapka, United States Attorney, that in removing, relocating and destroying the chemicals the City will be acting as agent for the Ohio EPA and the EPA and pursuant to a Federal Court Order authorizing the EPA to control the disposition of these chemicals.

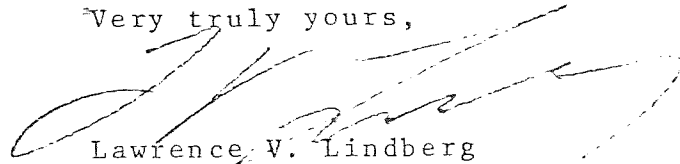
The Plain Dealer will act in accordance with the Court Order and the directives of the appropriate governmental authorities. Should you have any continued interest in the chemicals, you should immediately contact Lisa Thomas, City of Cleveland Department of Community Development (664-2856) or Dennis Zapka, U.S. Attorney (522-7473).

BAKER S. HOSTETLER

Ohio Industrial Fuel
c/o Mr. Rodney Cronin
August 1, 1980
Page 2

If you have any questions concerning the foregoing,
please call me at 621-0200.

Very truly yours,



Lawrence V. Lindberg

143:17h
995-GG-2

cc: Ms. Lisa Thomas
Dennis Zapka, Esq. ✓
Ms. Melinda Becker
Mr. Harold F. Mayhew
James Garner, Esq.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

ATTACHMENT I

CITY OF CLEVELAND

INTER-OFFICE CORRESPONDENCE

Dec. 30, 1980

Craig S. Miller
To Assistant Director of Law

Date

Richard A. Dell, Ind. Hyg. Eng.
From Commissioner of Air Pollution Control Subject

5310 Crescent Avenue
Cronin-Plain Dealer Site

This report submitted in response to your request, is an evaluation of the materials present at the Cronin-Plain Dealer site where sampling of approximately 1500 drums has been conducted by the Division of Air Pollution Control after the untimely fire that occurred there.

As head of the Hazardous Materials Spill Team, first hand knowledge of the materials present, condition of containers, and the probable hazards that now exist are quite evident. My presence there through the sampling and chemical evaluation, has given me first hand information as to the possibilities than can occur if the sampled containers are not disposed of shortly.

To begin with, a picture of what now exists at the "Fire site" must be documented:

- 1.) Of the 1500 drums taken from the burned warehouse, 400 have been taken away and disposed of, leaving approximately 1100 drums to deal with.
- 2.) Out of the 1100 drums approximately 80% contain acrylic lacquer, paint solvents, acrylic enamels, and epoxy-type resins. All these materials are flammable, and some of the paints, epoxies, and solvents contain chemicals that can be toxic if left to careless handling.
- 3.) The condition of the drums holding the above material are in a deteriorated condition and may soon succumb to the weather as they are now in an exposed environment.
- 4.) The burned out warehouse contains six processing tanks with a considerable quantity of solvents containing PCB's, and the structure of the building is so deteriorated that it presents both a physical hazard as well as the capability of smashing the tanks and releasing the solvent and and PCB's into the Cuyahoga river, and contaminating the ground waters if the structure collapses.

Craig S. Miller, Esq.
December 30, 1980
Page 2

- 5.) Not touched in the fire, and housed of the property, are approximately 1200 more 55-gallon drums that cannot be sampled until they have been removed from their shelters, and this cannot be achieved until space is available by virtue of the removal of the previously mentioned 1100 drums. The drums still in the shelter are rotting and the corrosive contents are starting to leak. From cursory examination these drums seem to contain chlorinated hyydrocarbons, pesticides, and other very undesirable chemicals, the extent of which cannot at this time be ascertained.
- 6.) Further complications are the ease of access to the drums the public has (particularly, children). The harm that can occur because of this is self evident.

In consideration of the above described hazards, a re-enforcement of the fact that a total hazard to life and limb of the public exists by fire, explosion, toxic contact, and by a slower but longer lasting environmental impact by water and air pollution of the material either by spillage, ignition, or dissemination by ground waters.

The burned out building itself constitutes a potential hazard; however, we face the horns of a dilemma as demolition cannot occur until drum and tank contents have been removed, and even more hazardous material contained in the shelters cannot even be properly evaluated until room is made to take them out into the open.

While this matter is still to be resolved drum deteriorations are continuing to take place, and the contents of over 2300 55 gallon drums intermixing, and turned loose into the river is an extremely dangerous situation. To even further complicate the situation is the access of the public to the site.

Craig S. Miller, Esq.
December 30, 1980
Page 3

It is my opinion that Federal funding of the clean up should be made available, since the pollution of the Cuyahoga is involved. Possibly 311 Funds should be made available by the Coast Guard. The City, through the Division of Air Pollution Control, has already taken away a large burden of the cost of this clean up by providing sampling and handling expertise that is extremely costly if done via private contract.

cc: Gary Nied
George Craig

CITY OF CLEVELAND

INTER-OFFICE CORRESPONDENCE

Date January 8, 1981

To Craig Miller, Assistant Law Director
Law Department, City of Cleveland

From Richard A. Dell, Industrial Hygiene Engineer Subject Plain Dealer--Cronin Fire
Bureau of Technical Services

This report is a follow up to my report of December 30, 1980 which gave an overview of the toxic and flammable material at the fire site. In this report a more detailed technical breakdown of the materials, its toxic properties, and method of disposal, along with a rough estimate of cost will be addressed.

Looking at the 1100 drums already sampled and located outside, the exact composition of the acrylic lacquers and enamels cannot be given because formulation of paints of this nature change depending on when it was produced. The same holds true of the epoxy resin, however, the general solvents, vehicles, etc., should be correct, and the possibility of different products being viewed should bias the reporting to reflect a fairly accurate mixture of the materials about to be described.

Since most of the drums are acrylic enamel, acrylic lacquer, or solvent for the two paints previously mentioned, much of the basic make up of these compounds are similar. Below are mentioned some of the ingredients of import as to their value as being hazardous.

Toxic	1. Methyl alcohol--	Flammable
	2. Ethoxyethanol--	Flammable
	3. Ethyl Phaltheate--	Narcosis
	4. 2-Ethoxyethyl acetate--	toxic-flash point 55°C
	5. Ethyl amyl Ketone--	Narcosis, flammable, flash point 59°C-narcosis
	6. Ethyl acrylate--	narcosis, toxic, flammable 15.6°C
	7. Toluene--	Toxic, narcosis flammable-6-10°C
	8. Ethyl acetate--	flammable--narcosis.
	9. Xylene--	Toxic-flash point 29°C.

These are some of the most common constituents of the paints and epoxies located at the spill site.

My concern with the above material is the combustible nature and low flash points. Fire and/or explosion can result from auto-ignition oxidation, arsen, or accidental spark or flame application.

The fact that children, and the general public may have free access to the property as the fence is not adequate and entry is very easy is a fact not to be taken lightly.

Fire or explosion is my prime concern which is bad enough, but should the drum in the shed be involved, and the materials turn out to be pesticides, herbicides and chlorinated hydrocarbons, large amounts of very toxic vapors will be unleashed upon the populus.

The vinyl compounds in the acrylic-paint will liberate Hydrogen Cyanide (extremely deadly), Hydrogen Chloride, Carbon Monoxide, and detrimental particulate matter by virtue of low temperature combustion (below 1300°C).

We have already found cans of spray paint exploded by incineration and signs of vandalism to the drums caused most probably by children as the fence does not extend far enough to keep out trespassers.

Water pollution, and air pollution of a hazardous nature can occur by leakage, but due to the high flammability of the material on the property fire would be the most likely to occur and cause both water and air pollution of an immediate and in the most harmful form.

A fact not considered but must also be kept in mind is the likelihood of the materials being contaminated with P.C.B.'s. Since the vats that burned contained PCB's, and the material being processed was from the drums out in the yard at the present, the assumption that PCB's are also present in them also.

It is highly recommended that measures to reduce or eliminate conflagration of the waste material be taken at once. The most logical measure would be to remove the drums to an approved burial area, or incinerate the drum at a sufficient temperature to eliminate mal by-products of combustion. While an absolute cost cannot be given, 30 to 50 dollars per drum should be within reason.

It is the definite opinion of this writer that:

1. Fire and dangerous by-products are a major concern.
2. Narcosis (glue sniffing) is a definite possibility and a large quantity of this material is available and access to it by the general public is easily obtained.
3. Leaky containers, will shortly cause a water problem in the Cuyahoga.
4. Pesticides, and herbicides will if present in the sheltered area leak, or worse yet be unleashed as a vapor if a fire is created causing immediate damage to public health.

In general the Crescent Avenue site will do the most harm if it should burn, and have long and possibly permanent effects on people and the ecology if breakage should occur. Recommend immediate action to prevent fire, and totally reclaim this area before problems of the most serious nature occur. Citizens of the area have kept a close watch on this area since the fire, and have called the Division of Air Pollution Control wanting to know what is going to be done.

I cannot recommend any stronger than I have that this site be taken care of immediately.

A handwritten signature in cursive script, reading "Richard A. Dell".

Richard A. Dell,
Industrial Hygiene Engineer

cc: Nied
Craig

RAD/bw

Addendum:

January 9, 1981

Please note: The material in the vats located in the burned out building probably contained hydrocarbon residue with flammability characteristics somewhat ~~greater~~ ^{LESS} than #2 fuel oil.

The PCB content of these vats average 10 PPM. Written confirmation will be sent by Commissioner Nied.

NS No Sample

LOG SHEET

ample	Group	pll	Cond. Drums	XIIC	BTU	PcB	Comments
A-1	5 gal	—	Poor				empty NS
A-2	5 gal	—	Poor				empty NS
A-3	5 gal	—	Poor				empty NS
A-4	25 gal	—	Poor				ash - OK NS
A-5	25 gal	—	Poor				ASH - OK NS
A-6	25 gal	—	POOR				empty NS
A-7	25 gal	—	Poor				ash - OK NS
A-8	25 gal	—	Poor				asphalt - OK NS
A-9	25 gal	—	Poor				ash - OK NS
A-10	25 gal	—	Poor				asphalt - OK NS
A-11	25 gal	—	Poor				asphalt - OK NS
A-12	25 gal	—	Poor				asphalt - OK NS
A-13	25 gal	—	Poor				asphalt - OK NS
A-14	25 gal	—	Poor				asphalt - OK NS
A-15	25 gal	—	Poor - Polluted				asphalt NS
A-16	25 gal	—	Poor				asphalt - NS
A-17	25 gal	—	Poor				Truck - ASPHALT
A-18	25 gal	—	Fair				TRICHLOR
A-19	25 gal	—	Fair				TRICHLOR - ASPHALT
A-20	25 gal	—	Poor				Tar
A-21	25 gal	—	Poor				asphalt
A-22	25 gal	—	Poor				" "
A-23	25 gal	—	Poor				asphalt
A-24	25 gal	—	Fair				Tar - asphalt
A-25	25 gal	—	Poor				asphalt NS
A-26	55 gal	—	Poor				asphalt 1/2 NS
A-27	55 gal	—	disturbed				H ₂ O Tar 1/2

LOG SHEET

ample	Group	pll	Cond. Drums	XHC	BTU	PcB	Comments
A-28	55 gal		Poor				N.S. solid material
A-29	55 gal		Poor				Sample TRICHLOR
A-30	55 gal		Poor				
A-31	55 gal		Poor				solid material
A-32	55 gal		Poor				Sample
A-33	55 gal		Poor				N.S. solid
A-34	55 gal		Poor				Sample + solid material
A-35	55 gal		Poor				Sample
A-36	55 gal		fair				LATEX PAINT
A-37	55 gal		fair				N.S. solid material
A-38	55 gal		Poor				solid N.S.
A-39	55 gal		Poor				CRYSTALLINE SOLID
A-40	55 gal		Poor				Sample
A-41	55 gal		Poor				TRICHLOR SAMPLE SOLVENT + H ₂ O
A-42	55 gal		Poor				N.S. Teflon 4. TOP
A-43	55 gal		Poor				N.S. solid material
A-44	55 gal		Poor				" " " "
A-45	55 gal		Poor				" " " "
A-46	55 gal		Poor				Liquid ? Sample
A-47	55 gal		Poor				LATEX Sample
A-48	55 gal		Poor				N.S. ASHED LATEX
A-49	55 gal		Poor				SAMPLE LIQUID NO COLOR
A-50	55 gal		Poor				N.S. ASH
A-51	55 gal		Poor				N.S. solid EXOTHERM
A-52	55 gal		Poor				H ₂ O LATEX SAMPLE
A-53	55 gal		Poor				solid Sample
A-54	55 gal		Poor				SAMPLE solid material

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LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
F87	55 Gal		Fair				MEK-Solids
F88	55 Gal		Fair				sample MEK-Solids
F89	55 Gal		Fair				Garbage + Paint Solids
F90	55 Gal		Fair				lacquer Paint
F91	55 Gal		Fair				Paint Solids
F92	55 Gal		Fair				Empty
F93	55 Gal		Fair				sample resin
F94	55 Gal		Fair				MEK
F95	55 Gal		Fair				sample paint
F96	55 Gal		Fair				MEK-Solids
F97	55 Gal		Fair				sample Paint
F98	55 Gal		Fair				Sample Ether-Solids
F99	55 Gal		Fair				Grease
F100	55 Gal		Fair				Sample lacquer
G1	35 gal		Fair				sample with grease mixture
G2	35 gal		Fair				with grease
G3	35 gal		Fair				Resin
G4	35 gal		Fair				sample lacquer
G5	35 gal		Fair				sample MEK
G6	55 gal		Fair				MEK
G7	55 gal		Poor				TAB
G8	55 gal		Fair				sample 2 unit - long
G9	55 gal		Good				sample Resin
G10	55 gal		Good				sample Resin
G11	35 gal		Fair				paint
G12	35 gal		Fair				Slit
G13	35 gal		Fair				oil base paint

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
G 14	55 gal		Fair				paint solids
G 15							sample
G 16							MEK - paint solid
G 17							sample
G 18							NO ODOR - KCCP DE;
G 19							sample as 16
G 20							NO SAMPLE
G 21							sample
G 22							MEK - paint
G 23							sample as 18
G 24							no sample
G 25							sample
G 26							oil base paint
G 27							NS
G 28							oil base paint
G 29							NS
G 30							sample as 21
G 31							sample
G 32							oil base paint
G 33							NS
G 34							sample as 23
G 35							sample
G 36							lacquer
G 37							sample
G 38							lacquer
G 39							sample
G 40							oil base paint
G 41							NS
G 42							lacquer - resin
G 43							NS
G 44							MEK - solids
G 45							sample
G 46							lacquer
G 47							NS
G 48							lacquer - MEK
G 49							sample
G 50							lacquer
G 51							empty
G 52							empty
G 53							empty
G 54							empty
G 55							empty
G 56							sample
G 57							paint
G 58							NS
G 59							sample as 37
G 60							NS
G 61							sample as 37
G 62							NS
G 63							sample as 37

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
G41	55 gal		Fair				NS Same as 37
G42							Sample Solvent
G43							NS
G44							Same as 42
G45							NS
G46							Same as 42
G47			Poor				NS
G48			4				paint
G49			Fair				NS
G50							paint Study
G51							NS
G52							MEK - solids
G53	55 gal		Poor				Sample
G54	55 gal		Fair				paint
G55	55 gal		Fair				sample
G56			Fair				wax
G57			Fair				sample
G58			Fair				resin
G59			Fair				NS
G60			Fair				lacquer-paint
G61			Fair				lacquer Paint
G62			Poor				lacquer Paint
G63			Fair				lacquer Paint
G64			Fair				lacquer Paint
G65			Fair				sample
G66			Fair				Epoxy resin
G67			Fair				Paint
G68			Fair				sample
G69			Fair				solvent
G70			Fair				paint
G71			Fair				sample
G72			Fair				solids
G73			Fair				resin solution
G74			Fair				sample
G75			Fair				gum-resin
G76			Fair				solid
G77			Fair				sample
G78			Fair				resin

* Clear resin is DK681 by Bety Co

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
G68	55gal		Fair				Solid
G69			Fair				thin resid
G70			Fair				empty
G71			Fair				Paint
G72			Fair				resin
G73			Fair				resin
G74			Fair				resin
G75			Fair				resin
G76			Fair				laquer Paint
G77			Fair				Empty
G78			Fair				resin
G79			Fair				sample
G80			Fair				resin
G81			Fair				resin
G82			Fair				resin
G83			Poor				Paint
G84			Poor				solvents
G85			Fair				sample
G86			Fair				Paint
G87			Fair				sample
G88			Fair				resin clear
G89			Fair				sample
G90			Fair				solids
G91			Fair				Clear
G92			Fair				resin
G93			Fair				Clear
G94			Fair				resin

LOG SHEET

ample	Group	pl	Cond. Drums	XHC	BTU	PcB	Comments
G95			Fair				resin
G96			Fair				SOLID
G97			Fair				SOLID
G98			Fair				resin
G99			Fair				sample wax
G100			Fair				wax
H1			Fair				wax
H2			Fair				wax
H3			Fair				sample VARNISH
H4			Fair				sample MEK
H5			Fair				MEK
H6			Fair				MEK
H7			"				oil base paint sample
H8			"				MEK + Solid
H-9			"				oil base paint
H-10			"				MEK + Solid
H11			Fair				sample MEK-resin
H12			Fair				resin
H13			Poor				sample resin-solvent
H14			Fair				Empty
H15			Fair				resin
H16			Poor				Solid
H17			Fair				resin
H18			Fair				viscous resin
H19			Fair				MEK / resin
H20			Fair				sample solvent
H21			Fair				resin

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
H 22	55gal		Poor				Paint
H 23			Fair				SOLID
H 24			Fair				grease
H 25			Fair				Paint
H 26			Poor				sample MEK + solids
H 27			Poor				lacquer
H 28			Fair				MEK-solids
H 29			Fair				lacquer Paint
H 30			Fair				lacquer
H 31			Fair				lacquer
H 32	55gal		Fair				lacquer
H 33			Fair				lacquer
H 34			Poor				sample waxy solids
H 35			Poor				MEK-solids
H 36			Fair				oil Paint
H 37			Poor				sample - clear resin
H 38			Fair				Paint
H 39			Fair				Paint
H 40			Fair				Paint
H 41			Poor				Paint
H 42			Poor				Paint
H 43			Fair				resin
H 44			Poor				Solid
H 45			Poor				Paint lacquer
H 46			Poor				water & solids
H 47			Fair				clear resin
H 48			Poor				Solid

* clear resin is DK 681 by r-tz G
according to labels

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
H49	55 gal		Fair				Sample keggin
H50			Fair				clear resin keggin
H51			Poor				Sample clear resin
H52			Fair				clear resin
H53			Fair				"
H54			Fair				"
H55			Fair				"
H56			Fair				"
H57		Fair	Fair				Clear resin
H58			Fair				clear resin
H59			Fair				clear resin
H60			Poor				clear resin
H61			Fair				clear resin
H62	↓		Poor				Sample solvent
H63	55 gal		Poor				Sample solvent soil
H64			Poor				Paint solid
H65			Fair				N5 Paint
H66			Fair				N5 Solid pigment
H67			Fair				N5 MEK-so Solid pigment
H68			Fair				N5 solid paint pig
H69			Fair				Sample clear resin
H70			Fair				N5 clear resin
H71			Fair				N5 clear resin
H72			Fair				N5 clear resin
H73			Fair				Sample trap bily mt
H74			Fair				N5 clear resin
H75	↓		Fair				Sample clear resin

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
H76	55 gal		Fair				Paint Solids
H77	55 gal		Fair				sample Butyl rubber sol.
H78	55 gal		Fair				lacquer Paint
H79	55 gal		Fair				sample resin
H80	55 gal		Fair				resin
H81	55 gal		Fair				sample resin
H82	55 gal		Fair				resin
H83			Fair				lacquer base
H84			Fair				sample paint
H85			Fair				resin
H86			Fair				lacquer
H87			Poor				Paint
H88			Fair				Paint
H89			Poor				Paint
H90			Fair				Solid
H91			Fair				DK 681 resin
H92			Fair				sample solvent
H93			Fair				MEK-solids
H94			Fair				SOLID
H95			Fair				Solid
H96			Fair				garbage resin
H97			Fair				DK 681
H98			Poor				"
H99			Fair				"
H100	✓		Fair				"
I1	55 gal		Fair				MEK
I2	55 gal		Fair				sample MEK

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
I3	55 gal		Fair				MEK
I4	55 gal		Fair				Paint-solvent
I5	1		Poor				MEK solids
I6			Fair				garbage
I7			Fair				Paint-solids
I8			Poor			Phenol?	sample Formaldehyde ¹⁹⁵⁴
I9			Fair				MEK resin
I10			Fair				MEK resin
I11			Fair				lacquer MEK
I12			Fair				lacquer MEK
I13			Fair				MEK-solid
I14			Fair				Paint sludge
I15			Poor				MEK-solids
I16			Fair				Paint sludge
I17			Poor				solvent-MEK
I18			Fair				sample solvent
I19			Fair				oil paint ¹⁹⁵⁴
I20			Fair				solvent
I21			Poor				sample paint
I22			Fair				sample grease
I23			Fair				grease
I24			Fair				grease
I25			Fair				resin
I26			Fair				solvent
I27	V		Fair				solvent
I28	55 gal		Fair				Solvents
I29	"		Fair				Paint

LOG SHEET

Sample	Group	pH	Cond. Drums	XIIC	BTU	PcB	Comments
I 30	55 gal		Fair				lacquer Paint
I 31			Fair				lacquer Paint
I 32			Fair				lacquer Paint
I 33			Fair				MEX solvent
I 34			Fair				sample resin
I 35			Fair				Paint
I 36			Fair				SOLIDS
I 37			Poor				Paint
I 38			Fair				resin
I 39			Fair				lacquer base
I 40			Fair				sample solvent
I 41			Fair				lacquer Paint
I 42			Fair				lacquer base
I 43			Fair				lacquer base
I 44			Poor				resin
I 45			Fair				resin
I 46			Poor				SOLIDS
I 47			Fair				lacquer Paint
I 48			Fair				lacquer base
I 49			Fair				Paint sludge
I 51			Poor				Paint
I 52			Poor				resin
I 53			Fair				sample solvent
I 54			Poor				sample solvent
I 55			Poor				Solid
I 56			Poor				sample lacquer
I 57			Fair				Paint
I 58	55 gal		Poor				MEX - lacquer

LOG SHEET

ample	Group	pll	Cond. Drums	XHC	BTU	PcB	Comments
I58	55gal		Fair				Paint
I59			Fair				Paint
I60			Fair				sample → solvent Trichlor?
I61			Fair				MEK-solids
I62			Fair				lacquer paint
I63			Fair				Viscous Paint
I64			Fair				Paint
I65			Fair				Solid
I66			Fair				lacquer
I67			Fair				resin
I68			Fair				resin
I69			Fair				sample resin
I70			Fair				garbage & solvent
I71			Fair				MEK solution sample
I72			Fair				MEK solution
I73			Poor				Solid
I74			Fair				MEK Paint & DOK
I75			Fair				DIRTY solvent
I76			Poor				DIRTY solvent sample
I77			Poor				MEK solvent
I78			Fair				Paint
I79			Fair				Paint
I80			Fair				Paint
I81			Fair				Paint
I82			Fair				sample DIRTY solvent
I83			Poor				Solid
I84	✓		Fair				Paint sludge

LOG SHEET

Sample	Group	pl	Cond. Drums	XHC	BTU	PcB	Comments
I 85	55 gal		Fair				Paint slud
I 86	55 gal		Fair				Paint
I 87			Fair				sample on butyl-lacquer
I 88			Fair				sample lacquer be
I 89			Poor				lacquer be
I 90			Fair				butyl rubber
I 91			Fair				lacquer pai
I 92			Fair				MEK-solven
I 93			Fair				lacquer be
I 94			Fair				sample MEK-Solids
I 95			Fair				" "
I 96			Poor				Solids
I 97			Fair				Dirty Solv
I 98			Fair				sample solvent
I 99			Fair				Paint
I 100	✓		Fair				sample solvent
I 101	11-2-80						
J 1	55 gal		Fair				Paint-sample
J 2	55 gal		Fair				Central Cem
J 3	55 gal		Fair				plastic-bu Thick-sample
J 4	55 gal		Fair				fg. splinter
J 5	55 gal		Fair				Paint slud
J 6	55 gal		Fair				fg. - bad
J 7	55 gal		Good				fg. color bu
J 8	55 gal		Fair				fg. - good
J 9	55 gal		Fair				Paint fg.
J 10	55 gal		Fair				Paint
J 10	55 gal		Fair				fg. - bad

LOG SHEET

Sample	Group	pl	Cond. Drums	XHC	BTU	PcB	Comments
J11	55 gal		Good				Good #1
J12	55 gal		Fair				Tan. Sample
J13	65 gal		Fair				Tan N.S.
J14	55 gal		Poor				Fog
J15	55 gal		Good				SHIMMER MEK-ET Gel. Sample
J16	55 gal		Poor				fg Schuster
J17	55 gal		Fair				WHITE LATEX Sample
J18	55 gal		Poor				CONDENSED SLOVE
J19	55 gal		Poor				CONDENSED CONDENSED
J20	55 gal		Fair				Tan N.S.
J21	55 gal		Fair				CONDENSED
J22	55 gal		Fair				CONDENSED
J23	55 gal		Fair				fg N.S.
J24	55 gal		Fair				fg N.S.
J25	55 gal		Fair				fg N.S.
J26	55 gal		Fair				fg N.S.
J27	55 gal		Fair				fg N.S.
J28	55 gal		Poor				CONDENSED CONDENSED
J29	55 gal		Poor				N.S. MEK-SOL.
J30	55 gal		Poor				Fog - N.S.
J31	55 gal		Poor				CONDENSED CONDENSED
J32	55 gal		Poor				solid - N.S.
J33	55 gal		Poor				CONDENSED
J34	55 gal		Poor				CONDENSED
J35	55 gal		Fair				CONDENSED
J36	55 gal		Fair				fg N.S.
J37	55 gal		Fair				CONDENSED CONDENSED

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	ETU	PcB	Comments
J-38	55 gal		Poor				Paint Sludge
J-39	55 gal		Poor				Asphalt Sealer
J-40	55 gal		Poor				Asphalt Sealer
J-41	55 gal		Poor				Asphalt Sealer
J-42	55 gal		Poor				Asphalt Sealer
J-43	55 gal		Poor				Asphalt Sealer
J-44	55 gal		Poor				Asphalt Sealer
J-45	55 gal		Poor				Asphalt Sealer
J-46	55 gal		Poor				Asphalt Sealer
J-47	55 gal		Poor				Asphalt Sealer
J-48	55 gal		Poor				Asphalt Sealer
J-49	55 gal		Poor				Asphalt Sealer
J-50	55 gal		Poor				Asphalt Sealer
J-51	55 gal		Poor				Asphalt Sealer
J-52	55 gal		Poor				Asphalt Sealer
J-53	55 gal		Poor				Asphalt Sealer
J-54	55 gal		Poor				Asphalt Sealer
J-55	55 gal		Poor				Asphalt Sealer
J-56	55 gal		Poor				Asphalt Sealer
J-57	55 gal		Poor				Asphalt Sealer
J-58	55 gal		Poor				Asphalt Sealer
J-59	55 gal		Poor				Asphalt Sealer
J-60	55 gal		Poor				Asphalt Sealer
J-61	55 gal		Poor				Asphalt Sealer
J-62	55 gal		Poor				Asphalt Sealer
J-63	55 gal		Poor				Asphalt Sealer

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
J-64	55 gal		fair				Paint solvent sample
J-65	55 gal		fair				Paint - MASH
J-66	55 gal		poor				freq. - N.S.
J-67	55 gal		fair				freq. - N.S. N.S.
J-68	55 gal		fair				Enamel paint N.S.
J-69	55 gal		fair				solvent paint N.S.
J-70	55 gal		poor				sludge FTAC sample
J-71	55 gal		poor				Enamel paint N.S.
J-72	55 gal		poor				freq. - N.S.
J-73	55 gal		poor				Resin - sample MEK-SHELL
J-74	55 gal		poor				Paint SLUDGE
J-75	55 gal		poor				freq. - N.S.
J-76	55 gal		poor				Paint SLUDGE N.S.
J-77	55 gal		poor				freq. - N.S.
J-78	55 gal		poor				Enamel paint SAVING
J-79	55 gal		poor				Enamel paint N.S.
J-80	55 gal		poor				freq. - N.S.
J-81	55 gal		poor				freq. - N.S. MEK-LATER
J-82	55 gal		fair				solvent paint N.S.
J-83	55 gal		fair				freq. - N.S.
J-84	55 gal		fair				freq. - N.S. freq. - Thinner
J-85	55 gal		fair				EMTIX
J-86	55 gal		fair				freq. - N.S.
J-87	55 gal		fair				Enamel paint N.S.
J-88	55 gal		poor				paint sol. sample
J-89	55 gal		fair				paint sol.
J-90	55 gal		fair				MASTIC - N.S.

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
J-91	55 gal		fair				W.H. TE SLURRY 3 no. order
J-92	55 gal		fair				N.S. fug. white
J-93	55 gal		fair				fug. N.S.
J-94	55 gal		fair				W.H. K
J-95	55 gal		fair				N.S. W.H. K. T. L. 1
J-96	55 gal		fair				ABOVE SAME as 95
J-97	55 gal		poor				fug. - N.S.
J-98	55 gal		poor				fug. - N.S.
J-99	55 gal		poor				N.S. fug. - Heavy
J-100	55 gal		poor				N.S. fug. - Black
K-1	55 gal		poor				adhesive sample
K-2	55 gal		poor				adhesive sample Tide Control?
K-3	55 gal		poor				" "
K-4	55 gal		poor				" "
K-5	55 gal		poor				NO COLOR - SAMPLE white adhesive
K-6	55 gal		poor				N.S. Paint Solid
K-7	55 gal		poor				N.S. adhesive
K-8	55 gal		poor				Resin - sample
K-9	55 gal		poor				fug. - N.S.
K-10	55 gal		poor				Enamel N.S.
K-11	55 gal		poor				fug. - N.S.
K-12	55 gal		poor				N.S. solid Resin
K-13	55		poor				adhesive and
K-14	55		poor				" "
K-15	55		poor				" "
K-16	55		poor				" "

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
K-17	55 gal		fair				N.S. fap - 3 liter
K-18	55 gal		fair				SCRAP LOGS
K-19	55 gal		fair				" "
K-20	55 gal		fair				" "
K-21	55 gal		fair				" "
K-22	55 gal		fair				Dirt soln
K-23	55 gal		fair				" "
K-24	55 gal		fair				part - N.S. BAPT
K-25	55 gal		poor				Mastic
K-26	55 gal		poor				N.S. MASTIC
K-27	55 gal		poor				"
K-28	55 gal		poor				"
K-29	55 gal		poor				sample - 6 Deposited in
K-30	55 gal		poor				Excess fat
K-31	55 gal		fair				Excess fat
K-32	55 gal		fair				fap - N.S.
K-33	55 gal		fair				Pine - sample
K-34	55 gal		poor				"
K-35	55 gal		poor				"
K-36	55 gal		poor				"
K-37	55 gal		poor				"
K-38	55 gal		poor				"
K-39	55 gal		poor				"
K-40	55 gal		poor				"
K-41	55 gal		poor				"
K-42	55 gal		poor				"
K-43	55 gal		poor				"

LOG SHEET

Sample	Group	pH	Cond. Drums	XIIC	BTU	PcB	Comments
K-44	55 gal		1.00				SAMPLE For PCB
K-45	55 gal		1.00				For PCB
K-46	55 gal		1.00				For PCB
K-47	55 gal		1.00				For PCB
K-48	55 gal		1.00				For PCB
K-49	55 gal		1.00				For PCB
K-50	55 gal		1.00				For PCB
K-51	55 gal		1.00				For PCB
K-52	55 gal		1.00				For PCB
K-53	55 gal		1.00				For PCB
K-54	55 gal		1.00				For PCB
K-55	55 gal		1.00				For PCB
K-56	56 gal		1.00				For PCB
K-57	55 gal		1.00				For PCB
K-58	55 gal		1.00				For PCB
K-59	55 gal		1.00				For PCB
K-60	55 gal		1.00				For PCB
K-61	55 gal		1.00				For PCB
K-62	55 gal		1.00				For PCB
K-63	55 gal		1.00				For PCB
K-64	55 gal		1.00				For PCB
K-65	55 gal		1.00				For PCB
K-66	55 gal		1.00				For PCB
K-67	55 gal		1.00				For PCB
K-68	55 gal		1.00				For PCB
K-69	55 gal		1.00				For PCB
K-70	55 gal		1.00				For PCB
K-71	55 gal		1.00				For PCB
K-72	55 gal		1.00				For PCB
K-73	55 gal		1.00				For PCB
K-74	55 gal		1.00				For PCB
K-75	55 gal		1.00				For PCB
K-76	55 gal		1.00				For PCB
K-77	55 gal		1.00				For PCB
K-78	55 gal		1.00				For PCB
K-79	55 gal		1.00				For PCB
K-80	55 gal		1.00				For PCB
K-81	55 gal		1.00				For PCB
K-82	55 gal		1.00				For PCB
K-83	55 gal		1.00				For PCB
K-84	55 gal		1.00				For PCB
K-85	55 gal		1.00				For PCB
K-86	55 gal		1.00				For PCB
K-87	55 gal		1.00				For PCB
K-88	55 gal		1.00				For PCB
K-89	55 gal		1.00				For PCB
K-90	55 gal		1.00				For PCB
K-91	55 gal		1.00				For PCB
K-92	55 gal		1.00				For PCB
K-93	55 gal		1.00				For PCB
K-94	55 gal		1.00				For PCB
K-95	55 gal		1.00				For PCB
K-96	55 gal		1.00				For PCB
K-97	55 gal		1.00				For PCB
K-98	55 gal		1.00				For PCB
K-99	55 gal		1.00				For PCB
K-100	55 gal		1.00				For PCB

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
K-71	55 gal		Foot				top 10
K-72	55 gal		Foot				top 10
K-73	55 gal		Foot				top 10
K-74	55 gal		Foot				top 10
K-75	55 gal		Foot				top 10
K-76	55 gal		Foot				top 10
K-77	55 gal		Foot				top 10
K-78	55 gal		Foot				top 10
K-79	55 gal		Foot				top 10
K-80	55 gal		Foot				top 10
K-81	55 gal		Foot				top 10
K-82	55 gal		Foot				top 10
K-83	55 gal		Foot				top 10
K-84	55 gal		Foot				top 10
K-85	55 gal		Foot				top 10
K-86	55 gal		Foot				top 10
K-87	55 gal		Foot				top 10
K-88	55 gal		Foot				top 10
K-89	55 gal		Foot				top 10
K-90	55 gal		Foot				top 10
K-91	55 gal		Foot				top 10
K-92	55 gal		Foot				top 10
K-93	55 gal		Foot				top 10
K-94	55 gal		Foot				top 10
K-95	55 gal		Foot				top 10
K-96	55 gal		Foot				top 10
K-97	55 gal		Foot				top 10

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
K-98	55 gal		1000				LATERAL
K-99	55 gal		1000				1000
K-100	55 gal		1000				1000
L-1	55 gal		1000				1000
L-2	55 gal		1000				1000
L-3	55 gal		1000				1000
L-4	55 gal		1000				1000
L-5	55 gal		1000				1000
L-6	55 gal		1000				1000
L-7	55 gal		1000				1000
L-8	55 gal		1000				1000
L-9	55 gal		1000				1000
L-10	55 gal		1000				1000
L-11	55 gal		1000				1000
L-12	55 gal		1000				1000
L-13	55 gal		1000				1000
L-14	55 gal		1000				1000
L-15	55 gal		1000				1000
L-16	55 gal		1000				1000
L-17	55 gal		1000				1000
L-18	55 gal		1000				1000
L-19	55 gal		1000				1000
L-20	55 gal		1000				1000
L-21	55 gal		1000				1000
L-22	55 gal		1000				1000
L-23	55 gal		1000				1000

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
L-24	55 gal		100				100
L-25	55 gal		100				100
L-26	55 gal		100				100
L-27	55 gal		100				100
L-28	55 gal		100				100
L-29	55 gal		100				100
L-30	55 gal		100				100
L-31	55 gal		100			X	100
L-32	55 gal		100			X	100
L-33	55 gal		100				100
L-34	55 gal		100				100
L-35	55 gal		100				100
L-36	55 gal		100				100
L-37	55 gal		100				100
L-38	55 gal		100				100
L-39	55 gal		100				100
L-40	55 gal		100				100
L-41	55 gal		100				100
L-42	55 gal		100				100
L-43	55 gal		100				100
L-44	55 gal		100				100
L-45	55 gal		100				100
L-46	55 gal		100				100
L-47	55 gal		100				100
L-48	55 gal		100				100
L-49	55 gal		100				100
L-50	55 gal		100				100

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
1-51	5.5 gal		1000				Feather
1-52	5.5 gal		1000				1 med. 1000
1-53	5.5 gal		1000				1000 Sample
1-54	5.5 gal		1000				Ground P.S.
1-55	"		"				THAN
1-56	"		"				"
1-57	"		"				"
1-58	"		"				"
1-59	"		"				"
1-60	5.5 gal		1000				1000
1-61	"		"				THAN
1-62	"		"				"
1-63	"		"				"
1-64	"		"				"
1-65	"		"				"
1-66	"		"				"
1-67	"		"				"
1-68	"		"				"
1-69	5.5 gal						
1-70	5.5 gal		"				1000
1-71	"						"
1-72	"						"
1-73	"						"
1-74	"						"
1-75	5.5 gal						1000
1-76	5.5 gal						"
1-77	5.5 gal						"

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
1-75	55		1200				
1-79	11		11				
1-80	55 gal		1200				
1-81	25 gal		1200				
1-82	11		11				ASH AS
1-83	25 gal		11				11
1-84	25 gal		11				11
1-85	25 gal		1200				ASH
1-86	25 gal		1200				ASH AS
1-87	25 gal		1200				TOL
1-88	25 gal		1200				GRASS
1-89	25 gal		1200				ASH AS
1-90	25 gal		1200				TOL
1-91	25 gal		1200				TOL
1-92	11		11				11
1-93	11		11				11
1-94	11		11				11
1-95	11		11				11
1-96	11		11				11
1-97	25 gal		1200				ASH
1-98	25 gal		1200				ASH
1-99	25 gal		1200				TOL
1-100	11		11				11
11-1	25 gal		1200				ASH
11-2	25 gal		1200				ASH
11-3	25 gal		1200				TOL

LOG SHEET

sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
M-4	25 gal		Poor				Tan. N.S.
M-5	25 gal		"				Gr. Tan - N.S.
M-6	25 gal						Tan. N.S.
M-7	25 gal		"				Tan. N.S.
M-8	25 gal						Tan. N.S.
M-9	25 gal		"				Tan. N.S.
M-10	25 gal		"				Tan. N.S.
M-11	25 gal		"				Tan. N.S.
M-12	25 gal		Poor				Tan. N.S.
M-13	25 gal		Poor.				Tan. N.S.
M-14	25 gal		Poor.				Gr. Tan N.S.
M-15	25 gal		"				Tan. N.S.
M-16	25 gal		Poor				Gr. Tan N.S.
M-17	25 gal		Poor.				Tan. N.S.
M-18	55 gal		Poor				Gravelly Brown
M-19	55 gal		Poor				Brown - N.S.
M-20	55 gal		Poor.				Tan. N.S.
M-21	55 gal		Poor.				Tan. N.S.
M-22	55 gal		Fair				Fog - sample
M-23	55 gal		Poor.				N.S. Part sludge SAMPLE
M-24	55 gal		Poor.				SPRINKLING UNDER L.A.E. N.S.
M-25	55 gal		Poor.				Part sludge CAN'T SAMPLE Solid Brown
M-26	55 gal		Good				N.S.
M-27	55 gal		Fair				grainy fog
M-28	55 gal		Fair				Part sludge sample
M-29	55 gal		Poor.				Part sludge N.S.
M-30	55 gal		Fair				Fog - tan

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
M-31	55 gal		Poor.				SOLID N.S. Butyl rubber
M-32	55 gal		fair				N.S. LAG-TRIMMER
M-33	55 gal		fair				fair N.S. sample
M-34	55 gal		fair				TRIMMER
M-35	55 gal		Poor				TRIMMER
M-36	55 gal		Poor				" SAMPLE
M-37	55 gal		Poor				" N.S.
M-38	55 gal		Poor.				N.S. SAMPLE SOLID BUTYL RUBBER
M-39	55 gal		Poor				" SAMPLE
M-40	55 gal		Poor.				LAG-N.S.
M-41	55 gal		Poor.				N.S. SOLID SLUDGE
M-42	55 gal		Poor.				LAG-N.S.
M-43	55 gal		Poor.				LAG-N.S.
M-44	55 gal		Poor.				LAG-N.S.
M-45	55 gal		Poor				LAG-N.S.
M-46	55 gal		Poor.				SPREAD N.S.
M-47	55 gal		Poor.				SPREAD N.S.
M-48	55 gal		Poor.				LAG-N.S.
M-49	55 gal		Poor.				N.S. TRASH-LAG SLUDGE
M-50	55 gal		Poor				GREASE
M-51	55 gal		"				"
M-52	55 gal		"				SAMPLE Butyl rubber
M-53	55 gal		Poor				N.S. SPREAD MISC
M-54	55 gal		Poor				N.S. oil paint
M-55	55 gal		Poor.				sample Tubing
M-56	55 gal		Poor.				N.S. fat
M-57	55 gal		Poor				fat N.S.

LOG SHEET

Sample	Group	pl	Cond. Drums	XHC	BTU	PcB	Comments
M-58	55 gal		Poor.				Fig - N.S.
M-59	55 gal		Poor				oil ^{N.S.} base paint
M-60	55 gal		Poor.				Fig - N.S.
M-61	55 gal		Poor.				Fig - N.S.
M-62	55 gal		Poor.				Fig - N.S.
M-63	55 gal		Poor.				Fig ^{N.S.} sludge
M-64	55 gal		Poor				" N.S.
M-65	55 gal		Poor.				Fig ^{N.S.} sludge
M-66	55 gal		Poor				Fig ^{N.S.} sludge
M-67	55 gal		Poor.				Fig ^{N.S.} sludge
M-68	55 gal		Poor				Fig ^{N.S.} sludge
M-69	55 gal		Poor				Fig ^{N.S.} sludge
M-70	55 gal		Poor.				Fig ^{N.S.} sludge
M-71	55 gal		Poor.				Fig ^{N.S.} sludge
M-72	55 gal		Poor				Fig ^{N.S.} sludge
M-73	55 gal		Poor				Fig ^{N.S.} sludge
M-74	55 gal		Poor.				Fig ^{N.S.} sludge
M-75	55 gal		Poor				Fig ^{N.S.} sludge
M-76	55 gal		Poor				Fig ^{N.S.} sludge
M-77	"		"				"
M-78	"		"				"
M-79	55 gal						
M-80	55 gal		Poor				Fig ^{N.S.} sludge
M-81	"		"				"
M-82	55 gal		Poor.				Fig - N.S.
M-83	55 gal		Poor				Fig - N.S.
M-84	55 gal		Poor				Fig - N.S.

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
M-85	55 gal		Poor				SAMPLE GLASS N.S.
M-86	55 gal		Poor				N.S. Paint shed
M-87	55 gal		Poor				N.S. Paint shed
M-88	55 gal		Poor				N.S. ASPHALT
M-89	55 gal		Poor				N.S. BURNED
M-90	"		"				" N.S.
M-91	55 gal		"				N.S. Asphalt
M-92	55 gal		"				N.S. BURNED
M-93	55 gal		Poor				Concrete N.
M-94	55 gal		"				" "
M-95	55 gal		Poor				H2O Paint shed
M-96	"		"				"
M-97	"		"				"
M-98	"		"				"
M-99	55 gal		"				Concrete N.
M-100	55 gal		"				H2O N.S. Large barrel
N-1	55 gal		Poor				H2O N.S. BURNED
N-2	55 gal		Poor				ASPH N.S.
N-3	"		"				BURNED
N-4	"		"				"
N-5	"		"				"
N-6	"		"				"
N-7	"		"				"
N-8	"		"				"
N-9	"		"				"
N-10	"		"				"

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
N-11	55 gal		Poor				N.S. Bent study
N-12	55 gal		Poor				N.S. P. REASE BENT
N-13	"		"				" "
N-14	55 gal		Poor				TU. N.S.
N-15	"		"				" "
N-16	55 gal		Poor				Bent N
N-17	"		"				"
N-18	55 gal		"				N.S. TU + H ₂ O
N-19	55 gal		Poor				TU.
N-20	55 gal		Poor				N.S. Bent study
N-21	55 gal		Poor				N.S. Bent + H ₂ O
N-22	55 gal		Poor				Wackage N
N-23	55 gal		Poor				Wackage N
N-24	55 gal		Poor				N.S. pail Sol.
N-25	55 gal		"				Wackage N
N-26	55 gal		"				TU N.S.
N-27	55 gal		"				H ₂ O N.S.
N-28	55 gal		"				Wackage N
N-29	55 gal		"				N pail sol.
N-30	55 gal		"				SAMP PLASTIC
N-31	55 gal		"				SAMP PLASTIC
N-32	55 gal		"				N.S. pail sol.
N-33	55 gal		"				N.S. MTV-H ₂ O
N-34	55 gal		"				Wackage N
N-35	55 gal		"				N Fog Box
N-36	55 gal		"				N.S. Fog Box
N-37	55 gal		"				N.S. Bent study

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
N-38	55 gal		Poor				N.S. SLUDGE-CLAY
N-39	55 gal		Poor				N.S. SLUDGE
N-40	5 gal		Poor				Fog - N.S.
N-41	5 gal		Poor				N.S. Fog - N.S.
N-42	5 gal		Poor				Fog - N.S.
N-43	5 gal		Poor				Fog - N.S.
N-44	5 gal		Poor				Fog - N.S.
N-45	5 gal		Poor				Fog - N.S.
N-46	5 gal		Poor				2-4-1968 Oil Paint
N-47	5 gal		Poor				Fog - N.S.
N-48	5 gal		Poor				Crude Oil
N-49	5 gal		Poor				WHITE WAX SHA.
N-50	5 gal		Poor				Crude Oil
N-51	5 gal		Poor				N.S. Fog - N.S.
N-52	5 gal		Poor				SAMPLE
N-53	5 gal		Poor				Crude Oil
N-54	5 gal		Poor				Fog - N.S.
N-55	5 gal		Poor				N.S. Crude Oil
N-56	5 gal		Poor				Fog - N.S.
N-57	5 gal		Poor				SAMPLE Paint - N.S.
N-58	5 gal		Poor				Fog - N.S.
N-59	5 gal		Poor				WAX - N.S.
N-60	5 gal		Poor				N.S. SLUDGE
N-61	5 gal		Poor				LAQ - N.S.
N-62	5 gal		Poor				LAQ - N.S.
N-63	5 gal		Poor				Paint - N.S.
N-64	5 gal		Poor				Fog - N.S.

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
N-65	5 gal		Poor				Paint Stain ^{N.S.}
N-66	55 gal		"				Paint Stain
N-67	55 gal		"				SAMPLE Undercoat
N-68	55 gal		"				Log ^{N.S.} stain
N-69	55 gal		Poor				Log ^{N.S.}
N-70	55 gal		Poor				Log - N.S.
N-71	55 gal		Poor				Log - N.S.
N-72	55 gal		Poor				Log ^{N.S.} Stain
N-73	55 gal		Poor				Log - N.S.
N-74	55 gal		Poor				Log - N.S.
N-75	55 gal		Poor				Log ^{N.S.} stain
N-76	55 gal		Poor				Log - Stain
N-77	55 gal		Poor				Log ^{N.S.}
N-78	55 gal		Poor				Paint stain ^{N.S.}
N-79	55 gal		Poor				Paint stain ^{N.S.}
N-80	55 gal		Poor				Paint stain
N-81	55 gal		Poor				Paint stain ^{N.S.}
N-82	55 gal		Poor				Paint stain ^{N.S.}
N-83	55 gal		good				WT LAG - N.S.
N-84	5 gal		good				Tar - N.S.
N-85	5 gal		good				Log - N.S.
N-86	5 gal		"				" "
N-87	5 gal		"				" "
N-88	5 gal		"				" "
N-89	5 gal		"				" "
N-90	55 gal		Poor				Paint ^{N.S.}
N-91	55 gal		Poor				Log ^{N.S.}

LOG SHEET

Sample	Group	pl	Cond. Drums	XHC	BTU	PcB	Comments
N-92	55 gal		Poor				Paint
N-93	55 gal		Poor				Large
N-94	55 gal		Poor				Sp. + Resin
N-95	55 gal		Poor				" "
N-96	55 gal		Poor				Sp. + Resin
N-97	5 gal		Poor				Paint shell
N-98	5 gal		Poor				Sp. + Resin
N-99	5 gal		Poor				Sp. + Resin
N-100	5 gal		Poor				Sp. + Resin
Q-1	5 gal		Poor				sample solvent
Q-2	5 gal		Fair				Acquiescence
Q-3	5 gal		Poor				tar
Q-4	5 gal		Poor				1 gal. of solid solvent
Q-5	5 gal		Poor				Toluene
Q-6	5 gal		Poor				Paint shell
Q-7	5 gal		"				" "
Q-8	5 gal		"				enamel
Q-9	5 gal		"				MER
Q-10	5 gal		"				Acquiescence
Q-11	5 gal		"				paint shell
Q-12	5 gal		"				"
Q-13	5 gal		"				"
Q-14	5 gal		"				"
Q-15	5 gal		"				sample Resin
Q-16	5 gal		"				paint
Q-17	5 gal		"				paint shell

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
018	5 gal		poor				Laquer
019	"		"				"
020	"		"				"
021	"		"				Coody apple Laquer
022	"		"				"
023	"		"				"
024	"		"				joint sol-
025	"		"				"
026	"		"				"
027	55 gal		fair				Latex sk
028	"		Poor				EMPTY
029	"		Poor				green - T41
030	"		Fair				Garbage
031	"		"				* smells of ph samples
032	"		"				shiny
033	5 gal		"				Bunt Tar
034	55 gal		"				"
035	"		"				"
036	"		"				"
037	"		Poor				open water
038	"		Poor				EMPTY
039	"		"				Garbage
040	"		"				Bunt res
041	"		"				* sample Oil +
042	5 gal		"				EMPTY
043	5 gal		Good				* sample chromic
044	55 gal		Fair				pigment

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
045	554		Fair				foam
046	"		Fair				"
047	"		"				Empty
048	"		"				* Phenol - D Saple
049	"		POM				* AMINE propyl
050	"		"				Paint sludge
051	"		"				ilbne p
052	"		"				paint slm
053	"		"				"
054	"		"				Latex
055	"		"				EMPTY
056	"		"				Garbage
057	"		"				"
058	"		"				water
059	"		"				scrap bag
060	"		"				Garbage
061	"		"				Latex
062	"		"				* Adhesive
063	"		"				Cosin ad
064	"		"				Cosin adh
065	"		"				fruit skin
066	"		"				* purple waterline p
067	"		"				Cosin adh
068	"		"				water line p
069	"		"				Garbage
070	"		"				Cosin adh
071	"		"				"

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
072	55 gal		Q.000				Cosin addm
073	"		"				"
074	"		"				water +
075	"		"				Trash - re.
076	"		"				Cosin & Goni
077	"		"				water
078	"		"				Pint
079	"		"				water - Go.
080	"		"				Garbage
081	"		"				EMPT 4
082	"		"				EMPT 7
083	"		"				water
084	"		"				Inter-log
085	"		"				Cosin
086	"		"				EMPT 7
087	"		"				Inter
088	"		"				Garbage
089	"		"				Inter
090	"		"				water - log
091	"		"				Cosin
092	"		"				Pint
093	"		"				pint shd
094	"		"				slide
095	"		"				Cosin
096	"		"				Cosin
097	"		"				Cosin

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
A-55	55 gal		Fair				SAMPLE LATEX & BORDENS LABELED LATEX - GLOE SAN
A-56	55 gal		Good				N.S. Chlorinated SAMPLE
A-57	25 gal		Poor				LATEX LIQUID SAMPLE
A-58	55 gal		Poor				LATEX LIQ SAMPLE
A-59	55 gal		Poor				LATEX LIQ SAMPLE
A-60	55 gal		Poor				LATEX LIQ SAMPLE
A-61	55 gal		Poor				LATEX LIQ SAMPLE
A-62	55 gal		Poor				SOLVENT EXTRACT MARKER SAMPLE
A-63	55 gal		Poor				N.S. H ₂ O - SOLIDS SAMPLE
A-64	55 gal		Fair				Sample
A-65	55 gal		Poor				Sample
A-66	55 gal		Poor				Sample
A-67	55 gal		Fair				Sample
A-68	55 gal		Fair				Sample
A-69	55 gal		Fair				Sample
A-70	55 gal		Poor				Sample
A-71	55 gal		Poor				Sample
A-72	55 gal		Poor				Sample
A-73	55 gal		Poor				Sample
A-74	55 gal		Poor				Sample
A-75	55 gal		Poor				Sample
A-76	55 gal		Poor				Sample
A-77	55 gal		Poor				Sample
A-78	55 gal		Poor				Sample
A-79	55 gal		Fair				Sample
A-80	55 gal		Poor				Sample
A-81	55 gal		Poor				Sample

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LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
A-82	55 gal		fair				CARRAGE FLEET SLUDGE SAMPLE
A-83	55 gal		Poor.				TRICHLOH H ₂ O
A-84	55 gal		Poor.				Embargo
A-85	55 gal		Poor.				Solids N.S.
A-86	55 gal		Poor.				SAMPLE Binge mixed, vol P.S.
A-87	55 gal		Poor				H ₂ O
A-88	55 gal		Fair				W.S LATEX SEMI-SOL SAMPLE
A-89	55 gal		Fair				LATEX-LIQ
A-90	55 gal		Fair				N.S. Embargo + H ₂ O SAMPLE
A-91	55 gal		Fair				Latex Liquefied SAMPLE
A-92	55 gal		Fair				Latex Liquefied SAMPLE
A-93	55 gal		Poor				N.S. H ₂ O
A-94	55 gal		Poor, tank				Embargo
A-95	55 gal		Poor				Latex Liquefied
A-96	55 gal		Poor.				Latex Liquefied SAMPLE
A-97	55 gal		Poor.				Latex Liquefied SAMPLE
A-98	55 gal		Poor				Latex Liquefied SAMPLE
A-99	55 gal		Poor.				Latex Liquefied SAMPLE
A-100	55 gal		POOR				Latex Liquefied
B-1	55 gal		Poor.				N.S. H ₂ O CARBONATE SLUDGE SAMPLE
B-2	55 gal		Fair				ORANGE L.I.C SAMPLE
B-3	55 gal		Poor.				WAXY - HAZARDOUS TOP SAMPLE
B-4	55 gal		Poor.				Orange Liquefied SAMPLE
B-5	55 gal		Poor				WATER SAMPLE
B-6	55 gal		Poor				SAMPLE H ₂ O
B-7	55 gal		Poor.				H ₂ O ON SOLIDS

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
B-8	55 gal		Poor.				SAMPLE NO COLOR?
B-9	55 gal		Poor.				SAMPLE TRICHLOR-TOLUENE
B-10	55 gal		Poor.				SAMPLE WAXY MAT.
B-11	55 gal		Poor.				SAMPLE + VARNISH LIQ. SOLVENT!
B-12	55 gal		Fair.				SAMPLE! H ₂ O - VARNISH BURN
B-13	55 gal		Fair				Solid + H ₂ O N.S.
B-14	55 gal		Fair				SAMPLE VIZ. BLACK LIGN
B-15	55 gal		Poor.				SAMPLE WAXY MAT
B-16	55 gal		Poor.				SAMPLE WAXY MAT
B-17	55 gal		Poor.				SAMPLE H ₂ O
B-18	55 gal		Poor.				SAMPLE WAXY MAT.
B-19	55 gal		Poor.				SAMPLE - OIL BLACK PASTY SOLID
B-20	55 gal		Poor.				SAMPLE BLACK RESINOUS MAT
B-21	55 gal		Poor.				SAMPLE H ₂ O + SOLID MAT?
B-22	55 gal		Poor.				Solid - ASD N.S.
B-23	55 gal		Poor.				MAT - SAMPLE LIQ - FLUATING
B-24	55 gal		Poor.				SAMPLE THICK BLACK RESIN
B-25	55 gal		Poor.				ISORNT. SOLID N.S.
B-26	55 gal		Poor.				ISORNT. SOLID N.S.
B-27	55 gal		Fair				SAMPLE Faint
B-28	55 gal		Fair				SAMPLE Faint
B-29	55 gal		Poor				H ₂ O N.S.
B-30	55 gal		Poor				N.S. H ₂ O - TOL
B-31	55 gal		Poor				SAMPLE Faint
B-32	55 gal		Fair				PLASTIC?
B-33	55 gal		Fair				Viscous liquid
B-34	55 gal						SAMPLE H ₂ O - TOL

LOG SHEET

Sample	Group	pl	Cond. Drums	XHC	BTU	PcB	Comments
B-35	55 gal		Poor				SAMPLE Solvent - Rust. N.S
B-36	55 gal		Poor				Scrap metal
B-40	55 gal		Poor				SAMPLE Burned metal
B-41	55 gal		Poor				Solid N.S
B-37	55 gal		Poor				N.S H.C
B-38	55 gal		Poor				solvent sample
B-39	55 gal		Poor				Solid N.S Burnt
B-42	55 gal		Poor				N.S Solid Rust
B-43	55 gal		Poor				EMPTY N.S
B-44	55 gal		Poor				garbage sample
B-45	55 gal		Fair				No. oil? sample
B-46	55 gal		Fair				No. oil?
B-47	55 gal		Fair				solvent sample
B-48	55 gal		Fair				Solvent - Solid
B-49	55 gal		Poor				garbage N.S
B-50	55 gal		Poor				SAMPLE fatty material
B-51	55 gal		Fair				fatty lig sample
B-52	55 gal		Fair				sample Rust + L.G. ACCU
B-53	25 gal		Poor				Rust + L.G. ACCU
B-54	"		"				SAMPLE TAK - SOLID
B-55	"		"				" N.S
B-56	"		"				" N.S
B-57	"		"				" N.S
B-58	"		"				" N.S
B-59	25 gal						"
B-60	"						"
B-61	"						"

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
B-62	25 gal		POOR				WIPED OUT JAN 5 1964
B-63	"						"
B-64	"						
B-65	"						
B-66							
B-67	"						
B-68							
B-69	"						
B-70							
B-71							
B-72	"						
B-73							
B-74							
B-75	"						
B-76							
B-77							
B-78							
B-79							
B-80							
B-81	"						
B-82							
B-83							
B-84							
B-85							
B-86	"						
B-87							
B-88	"						

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
B-89			P0011				UNDERCUT SOL. SOL. 0.74
B-90							
B-91							
B-92							
B-93							
B-94							
B-95							
B-96							
B-97							
B-98							
B-99							
B-100	✓		✓				TAP - ORANGE
C-1							
C-2							
C-3							
C-4							SAMPLE
C-5							
C-6							
C-7							
C-8							
C-9							
C-10							
C-11							
C-12							
C-13							
C-14							
C-15	✓		✓				✓

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
C-16	25 gal		POOR				IAA
C-17							
C-18							
C-19							
C-20							
C-21							
C-22							
C-23							
C-24							
C-25							
C-26							
C-27							
C-28							
C-29							
C-30							
C-31							
C-32							
C-33							
C-34							
C-35							
C-36							
C-37							
C-38							
C-39							
C-40							
C-41							
C-42	25 gal		POOR				Good

SAMPLE

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
C-43	25		POOR				Grease
C-44							"
C-45							Sample
C-46							"
C-47							"
C-48							"
C-49							"
C-50	✓		✓				Grease NS
C-51	25		POOR				Tar NS
C-52	"		"				"
C-53	25 gal		"				+ H ₂ O SAMPLE Subs. found
C-54	25 gal		"				SAMPLE Grease (fibre)
C-55	25 gal		"				Grease + H ₂ O
C-56	25 gal		"				Tar NS
C-57	"		"				EMPTY NS
C-58	"		"				" "
C-59	"		"				GREASE
C-60	25 gal		POOR				Tar SAMPLE
C-61	"		"				" NS
C-62	"		"				" NS
C-63	25 gal		POOR				SAMPLE Grease (Red)
C-64	"		POOR				Tar (SAMPLE)
C-65	25 gal		"				Tar NS
C-66	"		"				" "
C-67	"		"				" "
C-68	"		"				"
C-69	"		"				Grease S&G

LOG SHEET

ample	Group	pll	Cond. Drums	XHC	BTU	PcB	Comments
C-70	25 gal		Fari				Tar NS
C-71	"		"				"
C-72	"						"
C-73	"						" sample
C-74	"						Tar NS
C-75	"						Tar.
C-76	25 gal		Poor				sample thin & faint
C-77	25 gal		Poor				NS. solid asphalt
C-78	25 gal		Poor				Gravel NS
C-79	25 gal		"				Tar NS
C-80	25 gal		"				red (full) Gravel NS.
C-81	25 gal		"				Tar NS.
C-82	25		"				" "
C-83	25		"				TARASH NS
C-84	25		"				Tar NS.
C-85	25		"				NS. Gravel yellow
C-86	25		"				Tar.
C-87	25		"				Tar Gravel yellow
C-88	25		"				Tar
C-89	25		"				"
C-90	25		"				"
C-91	25		"				"
C-92	25		"				yellow sample Gravel
C-93	25		"				TAR SAMPLE
C-94	25		"				Tar & yellow
C-95	25		"				Tar sample
C-96	25		"				SAMPLE Red Gravel

LOG SHEET

ample	Group	pl	Cond. Drums	XIC	BTU	PcB	Comments
C-97	25 gal		poor				Tar N.S.
C-98	25 gal		poor				Red Grease
C-99	25 gal		poor				Tar N.S.
C-100	25 gal		poor				TAR N.S.
D-1	25 gal		poor				Tar sample
D-2	25 gal		poor				Tar N.S.
D-3	25 gal		poor				Tar N.S.
D-4	"		"				" "
D-5	"		"				" "
D-6	25 gal		"				N.S. black grease
D-7	25 gal		"				N.S. black BLK
D-8	25 gal		"				N.S. yellow grease
D-9	25 gal		"				Tar N.S.
D-10	25 gal		"				SAMPLE TAR solvent
D-11	25 gal		"				Tar N.S.
D-12	25 gal		"				N.S. TAR + H ₂ O TAR
D-13	25 gal		"				N.S. yellow grease
D-14	25 gal		"				Tar N.S.
D-15	25 gal		"				black N.S.
D-16	25 gal		"				BLACK GREASE
D-17	25 gal		"				TAR N.S.
D-18	25 gal		"				N.S. Light yellow
D-19	25 gal		"				N.S. Red Grease
D-20	25 gal		"				Yellow grease
D-21	25 gal		"				Tar N.S.
D-22	25 gal		"				solvent SAMPLE Kerosene & Tar
D-23	25 gal		"				Tar N.S.

LOG SHEET

Sample	Group	pl	Cond. Drums	XHC	BTU	PcB	Comments
D-24	25 gal		poor.				CIL GREENE H.C.
D-25	25 gal		poor.				11.5 H. W. DRESSE TOL N.S.
D-26	25 gal		poor.				TOL N.S.
D-27	25 gal		poor.				TAL N.S. H. W. DRESSE CURL ROND HASS
D-28	24 x 5 gal		good				
D-29	25 gal		poor.				TAL N.S.
D-30	25 gal		poor.				TAL N.S.
D-31	25 gal		"				TOL N.S.
D-32	25 gal		"				GREASE yellow
D-33	25 gal		"				TOL N.S.
D-34	25 gal		"				TAL SAMPLE
D-35	25 gal		"				TAL N.S.
D-36	25 gal		"				TAL N.S.
D-37	25 gal		"				TAL N.S.
D-38	25 gal		"				TAL N.S.
D-39	25 gal		"				TOL N.S.
D-40	25 gal		"				Grease N.S.
D-41	25 gal		"				TOL N.S.
D-42	25 gal		"				Grease N.S.
D-43	25 gal		"				Grease N.S.
D-44	25 gal		"				TOL N.S.
D-45	25 gal		"				TOL N.S.
D-46	25 gal		"				TAL N.S.
D-47	25 gal		"				Grease
D-48	25 gal		"				Grease
D-49	25		"				sample TOL N.S.
D-50	25		"				TOL N.S.

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	RTU	PcB	Comments
D-51	25 gal		Poor				Tan N.S.
D-52	25 gal		"				" "
D-53	25 gal		"				Green
D-54	5 gal		Poor				Paint sample
D-55	5 gal		Poor				Paint solvent
D-56	5 gal		Poor				dyed paint H ₂ O
D-57	5 gal		Poor				dyed paint N.S.
D-58	5 gal		Poor				solvent paint N.S.
D-59	5 gal		Poor				Paint lead N.S.
D-60	5 gal		Poor				Paint solvent N.S.
D-61	5 gal		Poor				Paint solvent N.S.
D-62	5 gal		Poor				Paint solvent N.S.
D-63	5 gal		Poor				LA GLASS SAMPLE
D-64	5 gal		Poor				APRIL NITRATE
D-65	5 gal		Poor				Paint
D-66	5 gal		Poor				SAMPLE
D-67	5 gal		Poor				CELLULOSE COAT
D-68	5 gal		Poor				SAMPLE Paint
D-69	5 gal		Poor				LA GLASS SAMPLE
D-70	5 gal		Poor				Paint Thinner
D-71	5 gal		Poor				Paint N.S.
D-72	5 gal		Poor				mlk paint
D-73	5 gal		Poor				Paint paint
D-74	5 gal		Poor				H ₂ O Dried Paint
D-75	55 gal		Poor				Paint Paint
D-76	55 gal		Poor				Dried Paint N
D-77	55 gal		Poor				Multi-colored
							Red Paint
							Sample
							Green
							Red Green
							Green

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
D-78	55 gal		Poor				gravel
D-79	55 gal		Poor				Paint ^{SAMPLE} LACQUER
D-80	55 gal		Poor				Paint ^{SAMPLE}
D-81	55 gal		Poor				Red ^{SAMPLE} FLOOR
D-82	55 gal		Poor				Solid ^{SAMPLE} N.S. ?
D-83	55 gal		Poor				Solid N.S. waste
D-84	55 gal		Poor				Solid N.S.
D-85	55 gal		Poor				Solid ^{SAMPLE} N.S.
D-86	55 gal		Poor				Solid ^{SAMPLE} N.S.
D-87	55 gal		Poor				SAMPLE GLASS
D-88	55 gal		Poor				GLASS
D-89	55 gal		Poor				Gravel
D-90	55 gal		Poor				Gravel
D-91	55 gal		Poor				Solid
D-92	55 gal		Poor				He. N.S.
D-93	55 gal		Poor				SCUM
D-94	55 gal		Poor				He. oil
D-95	55 gal		Poor				Alky. + He. O
D-96	55 gal		Poor				Dried Paint
D-97	55 gal		Poor				Gravel N.S.
D-98	55 gal		Poor				CLAY N.S. SLUDGE
D-99	11		11				11
D-100	11		11				11
E-1	24 x 5 gal		good				N.S. Coral
E-2	55 gal		good				SUBSTRATE ^{SAMPLE}
E-3	55 gal		Poor				sample Eth. ac. LACQ.

LOG SHEET

ample	Group	pl	Cond. Drums	XHC	BTU	PcB	Comments
E-4	55 gal		Poor				liquor. N.S.
E-5	55 gal		Poor.				liquor N.S.
E-6	55 gal		Poor				liquor. N.S.
E-7	55 gal		Poor				Red paint w/ sample
E-8	55 gal		Poor.				Coil material
E-9	55 gal		Poor.				Red paint faint marks
E-10	55 gal		Poor.				SAMPLE MER ELMER PLASTIC
E-11	55 gal		Poor.				" "
E-12	55 gal		Poor.				SAMPLE SLUDGE
E-13	55 gal		Poor				SLUDGE
E-14	55 gal		Poor				GREASE
E-15	"		"				"
E-16	55 gal		Poor				Paint
E-17	55 gal		Poor				LAQ N.S. FIN. ANAL. ACC.
E-18	"		"				" SAMPLE
E-19	"		"				" N.S.
E-20	55 gal		Poor				LAQ. N.S.
E-21	55 gal		Poor				BRICK N.S.
E-22	55 gal		Poor.				BRICK N.S.
E-23	55 gal		Poor				BRICK N.S.
E-24	55 gal		Poor.				N.S.
E-25	55 gal		Poor				LAQ. BRICK MINERAL SPIR. PAINT SAMPLE
E-26	55 gal		Poor				N.S. H.O. & SOLID
E-27	55 gal		Poor				N.S. LAQ
E-28	55 gal		Poor				NO-ODOR SAMPLE GREEN MHT
E-29	55 gal		Poor				Green
E-30	55 gal		Poor				N.S. Thin Varnish

LOG SHEET

sample	Group	pll	Cond. Drums	XHC	BTU	PcB	Comments
E-31	55 gal		fair				Qswell N.S.
E-32	55 gal		fair				clear fog N.S.
E-33	55 gal		poor				N.S. H ₂ O - 20 L.N.S.
E-34	55 gal		fair				Red fog - N.S.
E-35	55 gal		fair				plth LAC - N.S.
E-36	55 gal		fair				LAC - N.S.
E-37	55 gal		fair				MEK + ?
E-38	55 gal		fair				MEK + ? green fog
E-39	55 gal		Poor.				solid
E-40	55 gal		poor				Fog - N.S.
E-41	55 gal		poor				Fog N.S.
E-42	55 gal		poor				SAMPLE WHITE PPT ?
E-43	55 gal		fair				N.S. FISH LAC
E-44	55 gal		fair				N.S. FISH LAC
E-45	55 gal		fair				N.S. Paint & LAC
E-46	55 gal		fair				MAT. SAMPLE BLACK THICK
E-47	55 gal		fair				Paint - SAMPLE
E-48	55 gal		fair				N.S. oil base paint
E-49	55 gal		fair				Fog N.S.
E-50	55 gal		fair				Fog N.S.
E-51	55 gal		fair				CLEAR-BRO. Fog SAMPLE
E-52	55 gal		fair				BR. Fog - sample
E-53	55 gal		fair				BR. Fog - N.S.
E-54	55 gal		fair				BR. Fog N.S.
E-55	55 gal		fair				BR. Fog N.S.
E-56	55 gal		fair				Fog N.S.
E-57	55 gal		poor				Fog N.S.

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
E-58	55 gal		good				faq. N.S.
E-59	55 gal		poor				faq - 11.0 N.S.
E-60	55 gal		poor				faq - sol. b.
E-61	55 gal		poor				sample faq - sol. b.
E-62	55 gal		poor				N.S. faq - sol. b.
E-63	55 gal		fair				N.S. faq - sol. b.
E-64	55 gal		poor				N.S. faq - sol. b.
E-65	55 gal		poor				N.S. faq - sol. b.
E-66	55 gal		poor				N.S. faq - sol. b.
E-67	55 gal		poor				faq - sol. b.
E-68	55 gal		poor				PAINT. N.S. sol. b. - WASTE
E-69	55 gal		poor				N.S. faq - sol. b.
E-70	55 gal		poor				N.S. faq - sol. b.
E-71	55 gal		poor				N.S. faq - sol. b.
E-72	55 gal		poor				sample Heavy Crude Oil
E-73	55 gal		poor				" "
E-74	55 gal		fair				N.S. grease
E-75	55 gal		fair				grease N.S.
E-76	55 gal		fair				N.S. faq - sol. b.
E-77	55 gal		fair				N.S. faq - sol. b.
E-78	55 gal		fair				faq - sol. b.
E-79	55 gal		poor				sample faq - sol. b.
E-80	55 gal		poor				N.S. faq - sol. b.
E-81	55 gal		poor				N.S. faq - sol. b.
E-82	55 gal		poor				N.S. faq - sol. b.
E-83	55 gal		poor				N.S. faq - sol. b.
E-84	55 gal		poor				grease faq - sol. b.

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
E-85	55 gal		fair				N.S. Fog - Solv.
E-86	55 gal		fair				N.S. Fog - Solv.
E-87	55 gal		fair				N.S. Fog - Solv.
E-88	55 gal		Poor				N.S. Fog - Solv.
E-89	55 gal		Poor				N.S. Fog - Solv.
E-90	55 gal		Poor				N.S. Fog - Solv.
E-91	55 gal		Poor				N.S. Fog - Solv.
E-92	55 gal		Poor				N.S. Fog - Solv.
E-93	55 gal		Poor				N.S. Fog - Solv.
E-94	55 gal		Poor				N.S. Fog - Solv.
E-95	55 gal		Poor				N.S. Fog - Solv.
E-96	55 gal		Poor				N.S. Fog - Solv.
E-97	55 gal		Poor				N.S. Fog - Solv.
E-98	55 gal		Poor				N.S. Fog - Solv.
E-99	55 gal		Poor				N.S. Fog - Solv.
E-100	55 gal		Poor				N.S. Fog - Solv.
F-1	55 gal		fair				Fog - Solv.
F-2	55 gal		fair				Sample oil base paint
F-3	55 gal		fair				N.S. Fog - Solv.
F-4	55 gal		fair				N.S. Fog - Solv.
F-5	55 gal		fair				N.S. oil base paint
F-6	55 gal		fair				N.S. Fog - Solv.
F-7	55 gal		fair				Sample Fog - Solv.
F-8	55 gal		fair				N.S. Fog - Solv.
F-9	55 gal		fair				Fog - Solv.
F-10	55 gal		fair				Fog - Solv.

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
F-11	55 gal		Poor				Top - solvent N.S.
F-12	55 gal		Poor				Top - solvent N.S.
F-13	55 gal		Poor.				Top - solvent N.S.
F-14	55 gal		Poor				Top - solvent N.S.
F-15	55 gal		Poor				Top - solvent sample
F-16	55 gal		Poor				Top - solvent N.S.
F-17	55 gal		Poor				Top - solvent N.S.
F-18	55 gal		Poor.				Top - solvent N.S.
F-19	55 gal		Poor.				Top - solvent N.S.
F-20	55 gal		Poor				Top - solvent N.S.
F-21	55 gal		Poor.				Top - solvent sample
F-22	55 gal		Poor.				Top - solvent sample
F-23	55 gal		Poor.				Top - solvent N.S.
F-24	55 gal		Poor				Top - solvent N.S.
F-25	55 gal		Poor				Top - solvent N.S.
F-26	55 gal		Poor.				Top - solvent
F-27	55 gal		Poor.				Top - solvent
VAT 1	500 gal		Fair				Water/Resin
VAT 2	500 gal		Fair				Resin
VAT 3	500 gal		Fair				Water/Resin
VAT 4	500 gal		Fair				Water/Resin
VAT 5	500 gal		Fair				Empty
VAT 6	500 gal		Fair				Water/Resin
F-28	55 Gal		Fair				sample lacquer
F-29	55 Gal		Fair				sample solvent
F-30	55 Gallon		Fair				sample Resin
F-31	55 Gal		Fair				lacquer
F-32	55 Gal		Fair				sample lacquer

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
F-33	55 Gal		Fair				sample MEK-SOLIDS
F-34	55 Gal		Poor				sample white solid
F-35	55 Gal		Poor				sample lacquer thinner
F-36	55 Gal		Fair				Grease
F-37	55 Gal		Fair				lacquer thinner
F-38	55 Gal		Fair				scrap Paint
F-39	55 Gal		Fair				sample clear lacquer
F-40	55 Gal		Fair				sample green lacquer
F-41	55 Gal		Fair				lacquer
F-42	55 Gal		Fair				sample ethylene - solid
F-43	55 Gal		Fair				sample resin
F-44	55 Gal		Poor				solid
F-45	55 Gal		Fair				sample resin
F-46	55 Gal		Fair				sample white solid
F-47	55 Gal		Fair				sample clear resin
F-48	55 Gal		Fair				sample solvent
F-49	55 Gal		Fair				sample MEK - clear
F-50	55 Gal		Fair				solvent
F-51	55 Gal		Poor				Paint lacquer
F-52	55 Gal		Fair				sample MEK + solid
F-53	55 Gal		Fair				sample MEK + solid
F-54	55 Gal		Fair				lacquer
F-55	55 Gal		Fair				Paint solid
F-56	55 Gal		Fair				Empty
F-57	55 Gal		Fair				tar
F-58	55 Gal		Fair				MEK - solid
F-59	55 Gal		Fair				MEK solid

LOG SHEET

Sample	Group	pH	Cond. Drums	XHC	BTU	PcB	Comments
F60	55 Gal		Fair				sample solvent
F61	55 Gal		Fair				sample solvent
F62	55 Gal		Fair				lacquer base
F63	55 Gal		Fair				sample resin
F64	55 Gal		Fair				SOLID
F65	55 Gal		Fair				MEL-Solids
F66	55 Gal		Fair				sample solvents
F67	55 Gal		Poor				SOLID
F68	55 Gal		Fair				sample solvent
F69	55 Gal		Fair				Paint lacquer
F70	55 Gal		Fair				thinner
F71	55 Gal		Fair				lacquer
F72	55 Gal		Fair				lacquer paint
F73	55 Gal		Fair				lacquer paint
F74	55 Gal		Fair				sample lacquer
F75	55 Gal		Fair				lacquer paint
F76	55 Gal		Fair				lacquer skin
F77	55 Gal		Fair				sample solvent
F78	55 Gal		Fair				sample paint
F79	55 Gal		Fair				sample lacquer
F80	55 Gal		Fair				sample resin
F81	55 Gal		Fair				lacquer
F82	55 Gal		Fair				sample resin
F83	55 Gal		Fair				sample lacquer
F84	55 Gal		Fair				lacquer
F85	55 Gal		Fair				sample paint solids
F86	55 Gal		Fair				lacquer

ATTACHMENT J

Art ATTACHMENT K

REGIONAL RESPONSE TEAM MEETING OF 2/27/81
PLAIN DEALER WAREHOUSE

<u>NAME</u>	<u>TITLE</u>	<u>ORGANIZATION</u>	<u>ADDRESS/ TELEPHONE #</u>
CAIT H. F. MORTON	Chief, Marine Safety Division	USCG	Cleveland OH 216-522-3944
LCDR A L. RUDISUELI	Chief, Marine Env. Prot.	USCG	Cleve. Ohio 216-522-3555
CRAIG S. MILLER	ASSISTANT DIRECTOR OF LAW	CITY OF CLEVELAND	CITY HALL CLEVE OH 44114 (216) 664-2705
RICHARD A. DELL	IND. HYD. ENG.		DAPC CLEVE. OHIO 216-664-3591
LCDR J. A. BLOCHER	Asst. Legal Officer, 9th Dist.	USCG	216-522-3903
JAMES H. ROGERS	CONTRACT ADMIN. (Rep) 9th DIST	USCG	FTS-293-3976
LTJG J. L. BUSCH	Assistant, 9th District MED	USCG	CCG-09 293-3917
LT MORRIS STEPHENS	Asst Chief, MCR Branch, CGD9	USCG	216 522-3332
Melinda Becker	Land Pollution Scientist	OEPA	TWINS LANE (216) 425-9171
Ken M. HARRIS	Asst. Chief, Ohio EPA (ER)	OEPA	614-466-6542
GARY J. NIED	COMMISSIONER OF AIR POLL CONTROL	CITY OF CLEVELAND	(216) 664-3500
DEBBIE R. ZAPKA	ASST. U.S. ATTORNEY (DOJ)		(216) 522-7473
Joe Fredle	USEPA OHMCL	USEPA	216 835-5200
Tom Christian	MSO Cleveland (Port Ops)	USCG	216 522 4404
EAR Klaus Adie	MSO Cleveland (Port Ops Ch.)	USCG	(216) 522-4404
COR R. PICKUP	CO, MSO CLEVELAND	USCG	522-4405

REGIONAL RESPONSE TEAM MEETING OF 2/27/81
PLAIN DEALER WAREHOUSE

<u>NAME</u>	<u>TITLE</u>	<u>ORGANIZATION</u>	<u>ADDRESS/ TELEPHONE #</u>
MST2 S.G. HARRIES	POLLUTION INVESTIGATOR	USCG	522-4404
MST2 J.P. NESTOR	POLLUTION INVESTIGATOR	USCG	522-4404
CDR D.M. KEEHN	CH. PORT SAFETY BR.	USCGD9 (mps)	522-3918
BMI C.A. ZEMMERMAN	POLLUTION INVESTIGATOR	USCG	522-4404
BM2 P.D. KILLMER	POLLUTION INVESTIGATOR	USCG	-4404

U.S. COAST GUARD MARINE SAFETY OFFICE, CLEVELAND, OHIO
HAZARDOUS WASTE TRANSPORTATION & DISPOSAL MANIFEST

(1) MANIFEST DOCUMENT NR. 2D022/81 (001)

(2) GENERATORS NAME: U.S. Coast Guard MSD ADDRESS: 1055 E. 9th St PHONE: (216) 522-4444 ID NR: ONE 100 000 001

(3) PRIMARY NAME OF FACILITY: Wiseman Oil Corp. ADDRESS: 84 Montour Rd. PHONE: (412) 331-5300 EPA ID NR: PAD 089667695
Refinery Coraopolis, PA 15108

(4) EMERGENCY OR ALTERNATE FACILITY: N/A ADDRESS: _____ PHONE: _____ EPA ID NR: _____

(5) TRANSPORTER: Wiseman Oil Corp. ADDRESS: 84 Montour Rd. PHONE: (412) 331-5300 EPA ID NR: PAD 089667695
Coraopolis, PA 15108

(6) SHIPPING NAME	(7) QUANTITY: WEIGHT/VOLUME	(8) TYPE OF CONTAINER	(9) NBR OR CONTAINERS	(10) CONTAINER LABEL	(11) TRANSPORTATION PLACARD	(12) EPA HAZ. NR.
<u>Gas, Gas</u>	<u>4000 GAL</u>	<u>TANK TRUCK</u>	<u>ONE</u>		<u>Flammable</u>	<u>EO05</u>

(13) [Signature]
TRANSPORTER'S SIGNATURE

(14) [Signature] LCAR-USCG
GENERATOR'S SIGNATURE

(15) 27 March 1981
DATE OF ACCEPTANCE

(16) [Signature]
FACILITY REPRESENTATIVE SIGNATURE

"THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION AND THE EPA."

"IN THE EVENT OF A SPILL CONTACT THE
NATIONAL RESPONSE CENTER, U.S. COAST GUARD 1-800-424-8802

UNIT
MARINE SAFETY OFFICE, CLEVELAND, OHIO

DATE
27 Feb 1981

P
FM COGARD MSO CLEVELAND OH
TO []/CCGDNINE CLEVELAND OH
INFO RUEBJGA/COGARD NATIONAL RESPONSE CENTER WASHINGTON DC
ZEN2/US FISH AND WILDLIFE SERVICE NORTH CENTRAL REGION
FEDERAL BLDG FORT SNELLING
TWIN CITIES MN 55111

ZEN2/USEPA
25089 CENTER RIDGE
WESTLAKE OH

ZEN2/EPA REGION V
536 S CLARK
CHICAGO IL

ZEN2/OHEPA
2110 E AURORA
TWINSBURG OH

BT
UNCLAS//N16465//

TO MEP
POLREP TWO, POTENTIAL HAZARDOUS MATERIAL & OIL DISCHARGE, PLAIN DEALER WAREHOUSE,
CLEVELAND, OH, OLD CUYAHOGA RIVER

CASE NR 2D022/81 PROJ. NO 210036

1. SITUATION: UNCHANGED

2. ACTION TAKEN

A. 27 FEB 81. CONDUCTED MEETING OF RRT CONCERNING SUBJECT FACILITY. ATTENDEES INCLUDED REPRESENTATIVES OF: U.S. COAST GUARD (MSO CLEVELAND (OSC) & NINTH DISTRICT M, MEP, MPS, DL,F); U.S. ATTORNEY'S OFFICE; USEPA, OHIO EPA, & CITY OF CLEVELAND (AIR POLLUTION CONTROL & DEPT. OF LAW). IT WAS AGREED BY ALL ATTENDEES THAT AN IMMINENT & HAZARDOUS THREAT TO THE NAVIGABLE WATERS EXISTS AND THAT EXPENDITURE OF SECTION 311 (k) FWPCA FUNDS TO ABATE THE THREAT IS JUSTIFIED. THE THREAT IDENTIFIED INCLUDES ACTUAL OVERFLOW AND LEAKAGE FROM FIVE 3500 GAL VATS ON THE FACILITY, APPROX. 2000 DRUMS CONTAINING VARIOUS SUBSTANCES, AND APPARENT GROUND SATURATION AND POSSIBLE MIGRATION OF SUBSTANCES SPILLED AT THE FACILITY DURING THE PAST 8 MOS.

FIT

(PAGE 1 OF 2)

DATE - TIME GROUP	PRECEDENCE	ACTION
		INFO
DRAFTED BY:		RELEASED BY:

SECURITY CLASSIFICATION -

PREVIOUS EDITIONS MAY BE USED

GPO 8:4-529

UNIT

MARINE SAFETY OFFICE, CLEVELAND, OHIO

DATE

B. CONTACTED WISEMAN OIL CO., PITTSBURG, PA AS POSSIBLE CONTRACTOR TO REMOVE PRODUCTS FROM FACILITY. WISEMAN INDICATED THAT THEY WOULD BE WILLING TO REMOVE & RECYCLE THE MATERIALS AT NO COST TO THE FUND, PROVIDED SAMPLE ANALYSIS FAVORABLE IAW CURRENT RCRA STANDARDS.

C. WITH RRT, FORMULATED PLANS & IDENTIFIED RESOURCES AVAILABLE TO OSC TO ABATE THREAT SHOULD WISEMAN OIL CO. BE UNABLE TO REMOVE & DISPOSE OF PRODUCT. PLANS INCLUDE HIRING CONTRACTOR EXPERIENCED IN CHEMICAL WASTE DUMP CLEANUPS AND INVOLVEMENT OF FEDERAL, STATE & LOCAL AGENCIES FAMILIAR WITH THE FACILITY AND THE SITUATION ENCOUNTERED.

D. REQUESTED AND RECEIVED POLLUTION FUND PROJECT NUMBER 210036 FROM CCGDNINE, CEILING 10,000 DOLLARS. FUNDS NEEDED TO CONDUCT PRELIMINARY SAMPLE ANALYSIS WORK AND FIRST AID ABATEMENT EFFORTS TO PREVENT FLOW OF PRODUCT TO OLD CUYAHOGA RIVER.

* E. PLAIN DEALER PUBLISHING CO. REFUSED TO ACCEPT FINANCIAL RESPONSIBILITY.

2. FUTURE PLANS AND RECOMMENDATIONS:

A. WISEMAN OIL CO. & OHIOEPA TO CONDUCT SAMPLE ANALYSIS OF PRODUCT IN VATS TO DETERMINE IF WISEMAN CAN REMOVE & RECYCLE.


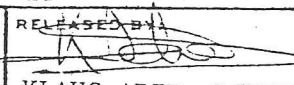
* B. CONTACT EXPERIENCED CONTRACTORS IN AREA CAPABLE OF HANDLING CHEMICAL WASTE DUMP CLEANUP IN CASE WISEMAN RESULTS UNSATISFACTORY.

C. MAINTAIN CLOSE LIAISON WITH FEDERAL, STATE & LOCAL AGENCIES DIRECTLY INVOLVED WITH THIS CASE.

D. CONTINUE TO MONITOR FACILITY AND APPLY FIRST AID ABATEMENT EFFORTS IF WARRANTED PENDING OUTCOME OF WISEMAN OIL CO. OFFER TO REMOVE PRODUCTS.

E. NEXT POLREP UPON DETERMINATION OF WISEMAN OIL CO. CAPABILITY TO ACCEPT PRODUCTS OR AS SITUATION WARRANTS.

3. CASE PENDS.

DATE - TIME GROUP	PRECEDENCE	ACTION	PRIORITY
		INFO	PRIORITY
DRAFTED BY  KLAUS ADIE, LCDR, USCG		RELEASED BY  KLAUS ADIE, LCDR, USCG	

ADVISORY OFFICE, CLEVELAND, OHIO

to:

Fredl
Paschke

Greg Vander Jaan
Superfund
Office

16 APR 81

P

FM COCARD WSO CLEVELAND OH
TO []/COORDINATE CLEVELAND OH
INFO RHEBCCA/COCARD NATIONAL RESPONSE CENTER WASHINGTON DC
ZEN2/US FISH AND WILDLIFE SERVICE NORTH CENTRAL REGION
FEDERAL BLDG FORT SNELLING
TWIN CITIES MN 55111

APR 27 1981

ZEN2/USEPA
25089 CENTER RIDGE
WESTLAKE OH

ZEN2/EPA REGION V
536 S CLARK
CHICAGO IL

ZEN2/OFEPA
2110 E AURORA
TWINSBURG OH

BT

UNCLAS//K16465//

TO MEP

POIREP FOUR POTENTIAL HAZARDOUS MATERIAL & OIL DISCHARGE, PLAIN DEALER WAREHOUSE,
CLEVELAND, OHIO OLD CUYAHOGA RIVER

CASE NR 2D022/81 FED PROJ NR. 210036

1. SITUATION:

A. 27 MAR - 15 APR 81, WISEMAN OIL CO. RETURNED TO SUBJ WAREHOUSE TO CONTINUE REMOVAL
OF PRODUCT FM SPECIFICALLY NUMBERED DRUMS IN GROUPS 1 & 2 AND THE REMAINING PRODUCT
IN THE SIX VATS INSIDE OF THE WAREHOUSE. VATS HAVE BEEN EMPTIED AND PRODUCT REMOVAL
FM THE DRUMS CONTINUES ON A WEEKLY BASIS.

(PAGE 1 OF 2)

DATE - TIME GROUP	PRECEDENCE	ACTION
		INFO
DRAFTED BY:	RELEASED BY:	

2. ACTION TAKEN:

- A. 3 APR 81 WISEMAN OIL CO. O/S PD WAREHOUSE. APPROX 4,000 GALS OF FLAMMABLE MATERIAL RECOVERED FM DRUMS & HOLDING VATS ON FACILITY.
- B. 6 APR 81 CONTRACTOR REMOVED APPROX 2,000 GALS OF FLAMMABLE MATERIAL.
- C. 13 APR 81 500 GALS OF MATERIAL REMOVED FM PREMISES.
- D. ALL TRANSPORT OF MATERIALS MANFESTED PROPERLY BY THIS UNIT.

3. FUTURE PLANS AND RECOMMENDATIONS:

- A. MSO CLEVELAND TO CONTACT OH E.P.A. ABOUT TEST SAMPLING OF DRUMS FOR POSSIBLE INCINERATION OF REMAINING PRODUCTS (SETTLED OUT MATERIALS) THAT PROVE TO BE FLAMMABLE.
- B. CONTINUE TO DIRECT PRODUCT REMOVAL. SUBMIT NEXT POLREP AS SITUATION WARRANTS.

4. STATUS OF CASE: PENDS

BT

(PAGE 2 OF 2)

DATE TIME GROUP	PRECEDENCE	ACTION	PRIORITY
		INFO	PRIORITY
DELETED BY: <i>P. D. Killmer</i> P. D. KILLMER, BM2, USCG		RELEASED BY: <i>R. C. Pickup</i> R. C. PICKUP, CDR, USCG, COMSO	

ATTACHMENT L

ENVIRONMENTAL PROTECTION AGENCY
Region V
Enforcement Division

TELEPHONE MEMO

TO : Eileen Bloom
FROM : Dennis Zapka
SUBJECT: CMR

DATE: June 24, 1981

TIME:

The Coast Guard sent out a 311 demand letter to Cronin. Cronin responded in time and said he would take care of the disposal. The Coast Guard informed him that he had to meet manifesting and disposal requirements. Cronin is supposed to come up with a proposal.

If he doesn't, the Coast Guard will take bids on the cost for testing and removal.

After the costs have been accrued, Dennis plans to get a judgment and try to enforce it against Cronin.

ATTACHMENT M

Sept. 2, 1981

CMR - Joe Fredle

Coast Guard hasn't rec'd return receipt
on demand letter to Cronin. When
they determine that it was received,
they'll go ahead w/ a federally funded
cleanup.

Plan on using 311, ~~but~~ ^{and} funding under CERCLA
is not certain yet.

8/19/81

8/293-4404

~~Lt. Comm. Adie~~ Lt Comm. Adie - out of
office

No response from Cronin

Deadline coming up soon for submission
of a proposal.

We'll have Lt Comm Adie call me tomorrow.

Attachment

ATTACHMENT N

WPCCHI

WPCCLE WLKE

NOVEMBER 19, 1981, USEPA, EDO, WESTLAKE, OH
TWX 710-822-9269 EPA SPILLS WSH
TWX 910-221-5191 WPCCHI
TLX 980145 USCG CLV

TO: H. VAN CLEAVE, USEPA, HEADQUARTERS
GREG VANDERLAAN, USEPA, REGION V
U.S. COAST GUARD 9TH DISTRICT

FROM: JOSEPH FREDLE, OSC

POLREP 1

1. OSC - JOE FREDLE, REGION V, EDO
25089 CENTER RIDGE ROAD
WESTLAKE, OHIO 44145
PHONE FTS 293-7260
COM 216/835-5200

2A. NAME: CHEMICAL MINERALS RECLAMATION (CMR)
LOCATION: CLEVELAND, OHIO APPROXIMATELY ONE MILE WEST OF DOWNTOWN
ON THE OLD CUYAHOGA RIVER CHANNEL
CASE NO.: V-82-303-JF

2B. STATE OFFICIAL REQUESTING ASSISTANCE

WAYNE NICHOLS, DIRECTOR
OHIO EPA
361 E. BROAD STREET
COLUMBUS, OH 43216

614/466-7785

LOCAL OFFICIAL REQUESTING ASSISTANCE

GARY NIED
COMMISSIONER OF AIR POLLUTION
CITY OF CLEVELAND
2735 BROADWAY AVENUE
CLEVELAND, OHIO 44115

216/664-3500

3. NATURE OF INCIDENT

A. BACKGROUND

THE CMR SITE HAS BEEN IN OPERATION ON CRESSANT AVENUE IN CLEVELAND SINCE LATE 1979. BEFORE THAT THE COMPANY WAS IN OPERATION AT A SITE ON STONE LEVEE IN THE CLEVELAND "FLATS" FOR ATLEAST 7 YEARS. BEFORE THE MOVE THE COMPANY WAS UNDER ORDER FROM THE U.S. DIST. COURT TO CLEAN UP THE STONES LEVEE SITE. THE COMPANY THUS MOVED ALL ITS OPERATIONS TO THE CRESSANT AVE. SITE. ON JULY 2, 1980 A FIRE OCCURRED AT THE CRESSANT AVE. SITE, AFTER THE FIRE THE SITE WAS CLOSED AND HAS BEEN CLOSED SINCE. THE FIRE OCCURRED IN THE PORTION OF THE BUILDING WHERE THE MIXING VATS WERE LOCATED. AFTER THE FIRE WAS

2B. STATE OFFICIAL REQUESTING ASSISTANCE

WAYNE NICHOLS, DIRECTOR
OHIO EPA
361 E. BROAD STREET
COLUMBUS, OH 43216

614/466-7785

LOCAL OFFICIAL REQUESTING ASSISTANCE

GARY NIED
COMMISSIONER OF AIR POLLUTION
CITY OF CLEVELAND
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CLEVELAND, OHIO 44115

216/664-3500

3. NATURE OF INCIDENT

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ABLE MATERIAL IN THE YARD AREA REMOVED USING 311(K) FUNDS. AS OF
OCTOBER 13, 1981 THE USCG COULD NO LONGER USE 311 (K) FUNDS AT THIS SITE
AND TURNED IT OVER TO EPA FOR SUPERFUND ACTION.

B. POPULATION AT RISK/ENDANGERMENT TO LIFE AND PROPERTY

MOST OF THE MATERIAL ON THE ABANDONED SITE IS FLAMABLE WHICH CREATES AN EXTREMELY HIGH FIRE HAZARD. ALSO THE DRUMS ARE IN A CONTINUING STATE OF DETERIORATION THAT WILL CAUSE MORE OF THEM TO LEAK FINDING ITS WAY TO THE RIVER VIA GROUNDWATER OR OVER THE SURFACE. SUCH LEAKAGE ALSO INCREASES THE FIRE HAZARD AT THE SITE. ALSO THERE IS A POSSIBILITY FOR PUBLIC EXPOSURE, THERE IS A BOAT DOCKING FACILITY ON THE OTHER SIDE OF THE RIVER ABOUT 50 YARDS AWAY. THERE IS ALSO A MAJOR EXPRESSWAY TO THE DOWNTOWN AREA (THE WEST SHOREWAY) PASSING WITHIN 20 YARDS SOUTH OF THE SITE WHICH IS ALSO ELEVATED ABOVE THE SITE. 10 YARDS TO THE EAST OF THE SITE IS AN EXISTING COMPANY THAT EMPLOYEES 20 TO 30 PEOPLE. ON THE OTHER SIDE OF THE EXPRESSWAY IS A RESIDENTIAL AND INDUSTRIAL AREA THAT IS DENSELY POPULATED. THE PAST FIRE AT THIS SITE CALLED FOR EVACUATION OF THREATENED PEOPLE AND CLOSING DOWN THE EXPRESSWAY FOR THREE HOURS.

4. WHY OSC IS ACTING NOW?

PRESENTLY THIS SITE HAS APPROX. 1500 DRUMS ON IT, HALF ARE IN THE OPEN YARD AREA AND HALF ARE IN A ENCLOSED GARAGE AREA. THE DRUMS IN THE OPEN YARD AREA CONTAIN ACETONE, MEK, DICHLOROETHYLENE, METHYL ALCOHOL, TOLUENE, XYLENE, AND TRICHLOROETHYLENE AMONG OTHER THINGS. NO SAMPLING OR ANALYSES HAVE BEEN PERFORMED ON THE DRUMS IN THE GARAGE AREA BUT WE EXPECT TO FIND SOME OF THE HARDER TO DISPOSE OF MATERIALS IN THIS AREA. DURING A 11/16/81 INSPECTION OF THIS SITE, 25 TO 30 OF THE DRUMS IN THE YARD AREA WERE FOUND SPILLED WITH THEIR CONTENTS ON THE GROUND. MOST OF THE MATERIAL SPILLED WAS EITHER POOLED ON THE GROUND OR HAD ALREADY SOAKED IN, SOME OF THIS MATERIAL MAY BE WASHED INTO THE RIVER BY RAIN RUNOFF. AT THIS TIME THE STATE AND LOCAL AUTHORITIES DO NOT HAVE ADEQUATE RESOURCES AVAILABLE TO ADDRESS THIS SITUATION.

5. WHO CERTIFIES THAT THIS INCIDENT PRESENTS AN IMMEDIATE THREAT TO THE PUBLIC HEALTH AND WELFARE?

WAYNE NICHOLS THE DIRECTOR OF THE OHIO EPA HAD INDICATED THAT THIS SITE WAS ONE OF THE TOP 3 PRIORITY SITES UNDER CERCLA IN OHIO.

6. HOW MUCH MONEY WILL BE NEEDED TO SUPPORT REMOVAL ACTIVITIES?

IT IS ESTIMATED THAT \$170,000 WILL BE NEEDED.

7. WHAT WILL FUNDS BE USED FOR?

PHASE 1 - REMOVE DRUMMED AND SPILLED MATERIALS IN OPEN YARD AREA: ESTIMATED \$70,000.

PHASE 2 - STAGE, SAMPLE, ANALYZE AND DISPOSE OF DRUMMED MATERIAL IN GARAGED AREA: ESTIMATED \$100,000.

DUE TO THE IMMEDIATE THREAT THE OSC RECOMMENDS THAT PHASE 1 AND POSSIBLY ALSO PHASE 2 BE HANDLED AS IMMEDIATE REMOVAL ACTIONS.

8. CURRENT PROJECT CEILING: NONE

9. THE OSC RECOMMENDS THAT THE OPERATOR (RODNEY CRONIN) AND PROPERTY OWNER (PLAIN DEALER) BE ISSUED A VERBAL DEMAND FOR THE ACTIONS NEEDED. EILEEN BLOOM OF REGION V ENFORCEMENT DIVISION COULD HANDLE THE LEGAL REQUIREMENTS.

MR. CRONIN HAS HAD AN OPEN INVITATION TO CLEAN UP THIS SITE SINCE THE JULY 1980 FIRE BUT HAS CONTINUOUSLY FAILED TO SUBMIT ANY WRITTEN PLANS FOR ACCOMPLISHING THE CLEAN UP.

THE PLAIN DEALER PUBLISHING COMPANY HAS THE NEEDED RESOURCES TO PERFORM A PROPER CLEANUP BUT THUS FAR HAS NOT TAKEN ANY ACTION ALONG THOSE LINES. DUE TO THE UNACCEPTABLE THREAT TO PUBLIC HEALTH AND WELFARE THE OSC RECOMMENDS THAT WE GIVE THE P.D. NO MORE THAN A WEEK TO COME UP WITH A CLEANUP PLAN FOR PHASE 1 AND 3 WEEKS FOR PHASE 2.

10. RESPONSE CONSIDERED

ON SITE STABILIZATION WAS CONSIDERED TO BE UNACCEPTABLE AT THIS SITE DUE TO POPULATION DENSITY IN THE AREA. PHASE 1 COULD BEGIN WITHIN ONE WEEK OF AUTHORIZATION TO PROCEED. WITH PHASE 2 FOLLOWING RIGHT AFTER. DEPENDING ON WEATHER THE CLEANUP SHOULD TAKE 6 TO 10 WEEKS.

JOSEPH FREDLE, OSC, REGION V, U.S. EPA

WPCCLE WLKE
610-427-9255

CC: KEN SCHULTZ, OEPA
R. HANNAS, OEPA
D. WERTZ, OEPA
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
EILEEN BLOOM, REGION V, EPA
D. ZAPPA, U.S. ATTORNEY, CLEVELAND

WPCCHI

RECORD OF COMMUNICATION		<input type="checkbox"/> PHONE CALL <input type="checkbox"/> DISCUSSION <input type="checkbox"/> FIELD TRIP <input type="checkbox"/> CONFERENCE <input type="checkbox"/> OTHER (SPECIFY) _____	
(Record of item checked above)			
TO: Joe Fredle	FROM: Eileen Bloom	DATE 11/17/81	TIME _____
SUBJECT C M R			
SUMMARY OF COMMUNICATION <p>Gary Neid of Cleveland Air Pollution was interviewed on the site. Vandals had turned over drums. The TV crew covered this on the news.</p> <p>None of the material spilled on the ground is very close to to the river, but if there's a heavy rainstorm, some might wash into the river.</p> <p>We need to get this site declared an emergency removal under CERCLA.</p>			
CONCLUSIONS, ACTION TAKEN OR REQUIRED <p>I left a message for Stephen Hare in Emergency Response.</p> <p>I left a message for Don Bruce - he's out all week.</p>			
INFORMATION COPIES TO: _____			

ATTACHMENT O

POCLE WLKE

EPA SPILLS WSH

NOVEMBER 20, 1981

TO: JOE FREDLE, OSC
REGION 5

FROM: H. D. VANCLEAVE, ACTING DIRECTOR
EMERGENCY RESPONSE DIVISION

SUBJECT: IMMEDIATE REMOVAL ACTION AT CHEMICAL MINERALS RECLAMATION

THIS IS TO CONFIRM VERBAL APPROVAL OF \$205,000 TO TAKE AN IMMEDIATE REMOVAL ACTION AT THE CHEMICAL MINERALS RECLAMATION SITE IN CLEVELAND, OHIO. THIS MONEY IS TO BE USED TO REMOVE ALL DRUMS AND CONTAMINATED MATERIAL FROM THE YARD AND THE GARAGE AREAS, TO REMOVE THE SLUDGE FROM THE VATS, AND TO REMOVE THE OBVIOUSLY CONTAMINATED SOIL FROM THE SITE. ACTION SHOULD BEGIN AT THE SITE EARLY NEXT WEEK, THEREFORE WE RECOMMEND THAT ORAL DEMANDS BE GIVEN TO THE RESPONSIBLE PARTIES, FOLLOWED BY A WRITTEN DEMAND.

THE RRT MUST BE ACTIVATED BEFORE WORK BEGINS AT THE SITE. WE ALSO REQUEST THAT SITE BE SAMPLED AFTER THE REMOVAL ACTION OCCURS TO DETERMINE IF ANY FURTHER WORK IS NECESSARY DUE TO SOIL CONTAMINATION. PLEASE SEE IF THE CITY OR STATE WILL UNDERTAKE THIS SAMPLING AND ANALYSIS OPERATION SINCE SUPERFUND IS COVERING THE ENTIRE COST OF THE REMOVAL ACTION. PLEASE KEEP MY STAFF INFORMED OF DEVELOPMENTS IN THIS AREA.

AS USUAL, PLEASE ALSO KEEP US INFORMED OF PROGRESS THROUGH POLREPS.
THANK YOU.

ENDIT

EPA SPILLS WSH
CC: GREG VANDERLAAN, REGION 5, CHICAGO

WPCCLE WLKE

9

Attachment #2
ATTACHMENT P

RECORD OF COMMUNICATION		<input checked="" type="checkbox"/> PHONE CALL <input type="checkbox"/> DISCUSSION <input type="checkbox"/> FIELD TRIP <input type="checkbox"/> CONFERENCE <input type="checkbox"/> OTHER (SPECIFY)	
		(Record of item checked above)	
TO: Harold Mayhew Plain Dealer Publishing	FROM: Ellen Bloom	DATE 11/20/81	TIME
SUBJECT CMR (216) 344-4035			
SUMMARY OF COMMUNICATION <p> Larry Lindberg, the attorney for the Plain Dealer, will be out of the office until Monday. <u>Mr. Mayhew</u> is the Director of Services and the Treasurer. </p> <p> I read him the oral demand under Superfund. He replied that <u>the Plain Dealer was not going to do the cleanup.</u> He'll let us do the cleanup. They don't claim ownership of the drums. </p> <p> The Coast Guard has the key to the gate and Mayhew has a key which he'll let us have. </p> <p> Mayhew said in the lease with Cronin, his purpose was "store metal salts and aluminum reclamation." The Plain Dealer didn't know he would store hazardous wastes. </p>			
CONCLUSIONS, ACTION TAKEN OR REQUIRED			
INFORMATION COPIES TO:			

11/2 11/20/81

CMR

Joe Fredle

8/293-7260

Somebody promised Cong. Mottl^r
that cleanup would start next week.

Joe will call Rodney Cronin

I'll call the Plan Dealer

Pete Rosenberg

Give him until 12:00 noon, Nov. 24, 1981
to submit written proposal.

Vandearne's office took it to Copper.
ok'd emergency expenditure.

Pete Rosenberg

11/20/81

- for political reasons, shd use an oral demand to Plan Dealer
- follow up with letters to Cronin + Plan Dealer

11/20/81

Joe Fredle

Cronin - ~~can~~ 't set foot on the property
according to Zapka

Cronin will call him back Monday afternoon.
He knows he has to submit it in writing
but Tuesday.

Is meeting w/ Coast Guard + city to
determine what we have out there.

Twx to confirm verbal approval for
\$205,000

- action shd begin early next week
- oral demand followed by written demand.

Read to Rodney Cronin @ 1545 11/20/81

27

The USEPA has found that heavy substances have been released into the environment from ^{the old} ~~the site~~ ^{site} ~~inherent~~ ^{are} ~~the site~~ and there is a substantial threat of further release of pollutants which may present an imminent and substantial danger to Public Health or Welfare. The USEPA hereby makes a demand upon you to abate this problem by taking the following action

- (1) All drums of solvent paint & dyes
solids or other hazardous waste
should be removed and taken to
an OSHA approved disposal site.
- (2) The ^{remaining} contents of the large storage tank
~~on the bridge~~ ^{mixing vat in} the N.E. section of the property
should also be taken to an OSHA

- (3) all contaminated soil should also be removed
of an OSHA approved site.

approved site.

- (3) The asbestos solution in the basement should be removed and
taken to an OSHA approved site.
- (4) a sign should be posted at the
site until all work is completed.

all work must be done in accordance
with all applicable federal and
state laws. I request that you inform
the agency then one of whether you
plan to comply with this requirement
if you do not, the US Government is
prepared to take this Emergency action
under the authority of the Comprehensive

Environmental Response Compensation & Liability
act of 1980 42 USC section 9601

Refusal to comply with this demand may
result in suit for reimbursement
of expenditures by the Government.

send a copy

Swedenborg Prin

216 593-6247

C.O. Box 557 → David
connect, OK 44030
last chance

no money
yes or no

Carey/Hildon

216 997-5236

talked to secretary in office

I on phone and took message

ATTACHMENT Q

DEC 1 1981

5EWHME

Mr. Harold Mayhew
Director of Services
Plain Dealer Publishing Company
1801 Superior
Cleveland, Ohio 44114

Dear Mr. Mayhew:

As you know, the United States Environmental Protection Agency (U.S. EPA) has been very concerned about the condition of the hazardous waste site at 5418 Crescent Avenue, Cleveland, Ohio. On November 20, 1981, Eileen R. Bloom, an attorney on my staff, formally requested you to take the following specific measure to remove the hazardous wastes.

1. Remove the contaminated soil in the area where drums were tipped over and material soaked the ground. Dispose of contaminated soil properly.
2. With respect to drums of liquid in the yard area, separate and repackage drums as necessary, and arrange for proper removal, transportation and disposal of all hazardous substances.
3. With respect to drums in the garage, characterize contents, separate and repackage drums as necessary, and arrange for proper removal, transportation and disposal of all hazardous substances.
4. Develop plans and specifications leading to removal of the remaining contaminants and drums.

This letter confirms that in light of your decision not to undertake these measures, the U.S. EPA will take emergency action to abate the hazard. This cleanup will be conducted pursuant to the authority of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. (CERCLA). We also wish to point out to you that under Section 107 of CERCLA and other applicable federal law you may be held liable for costs incurred by the United States Government in undertaking response activities.

Sincerely,

Original Signed by Sandra S. Gardebring

Sandra S. Gardebring
Director, Enforcement Division

cc: Lawrence Lindberg

cc: Bob Hartian

EPB

EBLOOM:wj:11-23-81:3-2094

SCHULTEIS WALKER GES
GRIMES Rug 11/24
MYERS 11/24
FENNER RAF
BRYSON AS
GARDEBRING

Bloom

5EWHME

DEC 3 1981

Mr. Rodney Cronin
6408 Brookside
Independence, Ohio 44131

Re: Chemicals & Minerals Reclamation, Inc.

Dear Mr. Cronin:

As you know, the United States Environmental Protection Agency (U.S. EPA) has been very concerned about the condition of the hazardous waste site at 5418 Crescent Avenue, Cleveland, Ohio. On November 20, 1981, Joseph Fredle, on-scene coordinator, formally requested you to take the following specific measures to remove the hazardous wastes.

1. Remove the contaminated soil in the yard area where drums were tipped over and material soaked the ground. Dispose of contaminated soil properly.
2. With respect to drums of liquid in the yard area, separate and repackage drums as necessary, and arrange for proper removal, transportation and disposal of all hazardous substances.
3. With respect to drums in the garage area, characterize contents, separate and repackage drums as necessary, and arrange for proper removal, transportation and disposal of all hazardous substances.
4. Develop plans and specifications leading to removal of the remaining contaminants and drums.

This letter confirms that in light of your failure to submit the required written proposal for cleanup, the U.S. EPA will take emergency action to abate the hazard. This cleanup will be conducted pursuant to the authority of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. (CERCLA). You may be held liable for costs incurred by the United States Government in undertaking response activities under Section 107 of CERCLA as well as under the Order entered by Judge Manos on October 25, 1979.

Very truly yours,

Original Signed by Sandra S. Gardebring

Sandra S. Gardebring
Director, Enforcement Division

CRB

EBLOOM:eb 11-27-81;6-6731

SCHULTEIS
GRIMES
MYERS
FENNER
RBYSON

ATTACHMENT R

EPA SPILLS WSH

WPCCLE WLKE

NOVEMBER 30, 1981, USEPA, EDO, WESTLAKE, OHIO

TWX 710-822-9269 EPA SPILLS WSH

TWX 910-221-5191 WPCCHI

TO: H. VAN CLEAVE, USEPA, HEADQUARTERS
GREG VANDERLAAN, USEPA, REGION V

FROM: JOSEPH FREDLE, OSC

POLREP 2

SUBJECT: CMR SITE - CLEVELAND, OHIO

CASE NO.: V-82-303-JF

1. NOVEMBER 20, 1981 - VERBAL CLEANUP DEMANDS MADE UPON THE PLAIN DEALER (PROPERTY OWNER) AND MR. RODNEY CRONIN (OPERATOR). THE PLAIN DEALER SAID IT WOULD NOT TAKE RESPONSIBILITY FOR THE CLEANUP. MR. CRONIN SAID HE WOULD SEE WHAT HE COULD DO. MR. CRONIN WAS GIVEN UNTIL NOON ON TUESDAY NOVEMBER 24, 1981 TO SUBMIT A WRITTEN CLEANUP PLAN TO THE OSC. NO FUTHER CONTACT WAS RECEIVED FROM MR. CRONIN.
2. NOVEMBER 25, 1981 - SAMSEL SERVICES HIRED FOR PHASE 1A OF CLEANUP. SECURE SITE, CLEANUP SPILLED MATERIAL, SAMPLE DRUMS OUTSIDE AND PERFORM COMPATABILITY TESTING.
3. NOVEMBER 25, 1981 - CLEANUP STARTED.

JOSEPH FREDLE, OSC, REGION V, U.S. EPA, EDO

WPCCLE WLKE

810-427-9255

CC: KEN SCHULTZ, OEPA
R. HANNAHS, OEPA
D. WERTZ, OEPA
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
EILEEN BLOOM, REGION V, USEPA
D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

JANUARY 19, 1982, USEPA, WESTLAKE, OHIO

TO: H. VAN CLEAVE, USEPA, HEADQUARTERS
GREG VANDERLAAN, USEPA, SUPERFUND, REGION V

FROM: JOSEPH FREDLE, OSC

POLREP 3

SUBJECT: CMR SITE - CLEVELAND, OHIO

CASE NO.: V-82-303-JF

ACTION

1. DECEMBER 23, 1981 SAMPLING OF 1600 DRUMS ON SITE HAS BEEN COMPLETED. THESE WERE BOTH THE PHASE 1 AND 2 DRUMS.
2. COMPATABILITY TESTING ON THESE SAMPLES IS CONTINUING. SHOULD BE COMPLETED BY JANUARY 22, 1982.

PLANS

1. DISPOSAL SITES FOR THE WASTE MATERIAL NEED TO BE FOUND. THIS WILL BE DONE WHEN COMPATABILITY TESTING IS COMPLETE. FROM PAST EXPERIENCE IT WILL TAKE AT LEAST A MONTH TO LINE UP DISPOSAL SITES.

JOSEPH FREDLE, OSC, REGION V, USEPA, EDO, A&HMD

WPCCLE WLKE
810-427-9255

CC: KEN SCHULTZ, OEPA
R. HANNAHS, OEPA
D. WERTZ, OEPA
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
EILEEN BLOOM, REGION V, USEPA
D. ZAPKA, U.S. ATTORNEY, CLEVELAND

WPCCHI

ATTACHMENT S

ATTACHMENT T

EPA SPILLS WSH

WPCCLE WLKE
MARCH 5, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE
(TWX 710-822-9269 EPA SPILLS WSH)
U.S. EPA, SUPERFUND, REGION V & ESD (TWX 910-221-5191 WPCCHI)
U.S. EPA, REGION V, EDO, GROSSE ILE, MI (TWX 810-231-7184 EPA GRI)

FROM: JOSEPH FREDLE, OSC

POLREP 5
SUBJECT: CMR SITE - CLEVELAND, OHIO
CASE NO.: V-82-303-JF

1. COMPATIBILITY TESTING HAS BEEN COMPLETED. THE RESULTS SHOW THAT WE HAVE THE FOLLOWING CATEGORIES OF MATERIAL ON SITE:

NON-FLAMABLE, NON-HALOGENATED	9,204 GALLON
NON-FLAMABLE, HALOGENATED	11,557 GALLON
FLAMABLE, NON-HALOGENATED	6,114 GALLON
FLAMABLE, HALOGENATED	9,589 GALLON

TOTAL 36,464 GALLONS	

2. COMPOSITE SAMPLES OF THE DIFFERENT WASTE CATEGORIES ARE BEING MADE. THESE SAMPLES WILL BE SENT TO DISPOSAL SITES FOR EVALUATIONS OF DISPOSAL METHOD AND COST.

3. DISPOSAL SITES BEING CONSIDERED AT THIS TIME:

CHEM CLEAR - CLEVELAND
ROSS & SONS - GRAFTON
MSD INCINERATOR - CINCINNATI
RESEARCH OIL - CLEVELAND
ALCHEMTRON - CLEVELAND

JOSEPH FREDLE, OSC, REGION V, USEPA, ESD, EDO

WPCCLE WLKE
810-427-9255

CC: KEN SCHULTZ, OEPA
R. HANNAHS, OEPA, COLUMBUS
D. WERTZ, OEPA, NEDO
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
EILEEN BLOOM, REGION V, USEPA
D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

Attachment 7d.

ATTACHMENT U

NP

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DER

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EPA SPILLS WSH

WPCCLE WLKE

MARCH 30, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE (TWX 710-822-9269 EPA SPILLS WSH)
U.S. EPA, SUPERFUND, REGION V (TWX 910-221-5191 WPCCHI)
U.S. EPA, REGION V, EDO, GROSSE ILE, MI (TWX 810-231-7184 EPA GRI)

FROM: JOSEPH FREDLE, OSC

POLREP 6

SUBJECT: CMR SITE - CLEVELAND, OHIO

CASE NO.: V-82-303-JF

A. ACTION

1. MARCH 30, 1982 ONE LOAD OF CONTAMINATED MATERIAL IS BEING SENT FOR LANDFILL DISPOSAL.
2. BULKING OF LIQUIDS AND SOLIDS HAS STARTED.
3. 80 EMPTY DRUMS HAVE BEEN REMOVED FROM THE SITE.
4. PROBABLE DISPOSAL SITES ARE ROBERT ROSS FOR ORGANIC LIQUIDS AND THE FONDESSY LANDFILL, PENDING ANALYTICAL RESULTS.
5. PCB'S HAVE BEEN FOUND IN THE CATEGORIES OF FLAMABLE-NON HALOGENATED (25-50 PPM) AND NON FLAMABLE-HALOGENATED (10-15 PPM). FURTHER SAMPLING WILL BE NEEDED TO LOCATE ANY "HOT" DRUMS OF PCB CONTAMINATED MATERIAL.

B. PLANS

1. BULK AND DISPOSAL OF THE FLAMABLE-HALOGENATED AND NON FLAMABLE-NON HALOGENATED MATERIALS AS SOON AS POSSIBLE.
2. BULK AND DISPOSE OF SOLIDS.
3. LOCATE DISPOSAL SITES FOR VAT WATER AND SLUDGE.
4. LOCATE DISPOSAL SITE FOR INORGANIC MATERIALS.

JOSEPH FREDLE, OSC, REGION V, USEPA, ESD, EDO

WPCCLE WLKE

810-427-9255

CC: KEN SCHULTZ, OEPA

R. HANNAHS, OEPA, COLUMBUS

D. WERTZ, OEPA, NEDO

C. ADIE, COTP CLEVELAND

G. NIED, CLEVELAND AIR POLLUTION

B. BOWDEN, U.S. EPA, REGION V, CDO

EILEEN BLOOM, REGION V, USEPA

D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

ATTACHMENT V

NP

@

EPA SPILLS WSH

WPCCLE WLKE

JUNE 3, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE, TWX 710-822-9269 EPA SPILLS WSH
USEPA, SUPERFUND, REGION V, TWX 910-221-5191 ~~WPCCLE~~ USEPA RRB C GO
USEPA, REGION V, EDO, GROSSE ILE, MI, TWX 810-231-7184 EPA GRI
USEPA, REGION V, ESD, SRS, TWX ~~800-572-4485~~
910-221-5191 WPCCLMB

FROM: OSC, USEPA, REGION V, ESD, EDO, WESTLAKE, OHIO

POLREP: 11 AND FINAL

CASE NUMBER: V-82-303-JF

SUBJECT: CHEMICAL MINERAL RECLAMATION - CLEVELAND, OHIO

A. ACTION

1. ALL MATERIAL REMOVED FROM SITE AS OF MAY 25, 1982. LIQUIDS WENT TO ROLLINS IN NEW JERSEY AND SOLIDS WENT TO FONDESSY IN TOLEDO, OHIO. THE 6 DRUMS OF PCB'S WERE SENT TO ROLLINS IN TEXAS.

2. FINAL CLEAN-UP COSTS OF \$440,000 ESTIMATED. OSC WAITING FOR FINAL INVOICE.

B. RECOMMENDATION

1. OSC REPORT WILL FOLLOW.

STATUS: CASE CLOSED

JOSEPH FREDLE, OSC, ESD, EDO, REGION V, WESTLAKE, OHIO

WPCCLE WLKE

810-427-9255

CC: KEN SCHULTZ, OEPA
R. HANNAHS, OEPA, COLUMBUS
D. WERTZ, OEPA, NEDO
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
EILEEN BLOOM, REGION V, USEPA
D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

TOTAL \$46,000

2. COST TO DATE IS APPROXIMATELY:

INITIAL SAMPLING AND COMPATABILITY TESTING	\$ 70,000
ON SITE WORK	
LABOR	94,000
MATERIAL	20,000
EQUIPMENT	57,000
SECURITY	5,000
ANALYSIS	15,000
DISPOSAL	55,000

TOTAL	\$316,000

3. ESTIMATED COST TO FINISH JOB:

ON SITE WORK	
LABOR	\$ 23,000
MATERIAL	10,000
EQUIPMENT	26,000
SECURITY	2,000
ANALYSIS	8,000
DISPOSAL	46,000

TOTAL	\$115,000

4. THE OSC WILL NEED AN ADDITIONAL \$150,000 AUTHORIZED TO COMPLETE THIS JOB BY MAY 25, 1982.

STATUS: CASE CONTINUES

JOSEPH FREDLE, OSC, ESD, EDO, REGION V, WESTLAKE, OHIO

WPCCLE WLKE
810-427-9255

CC: KEN SCHULTZ, OEPA
R. HANNAHS, OEPA, COLUMBUS
D. WERTZ, OEPA, NEDO
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
R. BOWDEN, USEPA, REGION V, CDO
EILEEN BLOOM, REGION V, USEPA
D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

NP

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EPA SPILLS WSH

WPCCLE WLKE

MAY 13, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE, TWX 710-822-9269 EPA SPILLS WSH
USEPA, SUPERFUND, REGION V, TWX 910-221-5191 WPCLMB
USEPA, REGION V, EDO, GROSSE ILE, MI, TWX 810-231-7184 EPA GRI

FROM: OSC, USEPA, REGION V, ESD, EDO, WESTLAKE, OHIO

POLREP: 10

CASE NUMBER: V-82-303-JF

SUBJECT: CHEMICAL MINERAL RECLAMATION - CLEVELAND, OHIO

A. ACTION

1. 15 LOADS (APPROXIMATELY 810 DRUMS) OF SOLIDIFIED SLUDGES HAVE BEEN SENT TO THE FONDESSY LANDFILL IN TOLEDO, OHIO.
2. FOUR (4) MORE DRUMS OF PCB'S HAVE BEEN FOUND BRINGING THE TOTAL TO 6 PCB DRUMS ON SITE.
3. 84,500 LBS. OF ORGANIC LIQUIDS (APPROXIMATELY 11,000 GALLONS) HAVE BEEN SENT TO ROLLINS FOR INCINERATION.
4. ORGANIC LIQUIDS IN FLAMMABLE-NON HALOGENATED AND NON FLAMMABLE-HALOGENATED CATEGORIES ARE ALMOST BULKED. THIS SHOULD BE COMPLETED BY THE END OF THE WEEK.

B. RECOMMENDATIONS

1. TO FINISH THE CLEANUP THE FOLLOWING DISPOSAL MUST BE ACCOMPLISHED.

MATERIAL	DISPOSAL SITE	EST. COST
12,000 GALLON ORGANIC LIQUID	ROLLINS	\$20,000
6 DRUMS OF PCB OIL	ROLLINS	5,000
5000 GAL. OF WATER IN VATS	CHEM CLEAR	2,000
5000 GAL. OF SLUDGE IN VATS	FONDESSY	7,000
SLUDGE - 350 DRUMS	FONDESSY	10,000
ACIDS - 25 DRUMS	?	2,000

EPA SPILLS WSH

WPCCLE WLKE

APRIL 27, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE (TWX 710-822-9269 EPA SPILLS WSH)
U.S. EPA, SUPERFUND, REGION V (TWX 910-221-5191 WPCLMB)
U.S. EPA, REGION V, EDO, GROSSE ILE, MI (TWX 810-231-7184 EPA GRI)

FROM: OSC, USEPA, REGION V, ESD, EDO, WESTLAKE, OHIO

POLREP 9

CASE NUMBER: V-82-303-JF

SUBJECT: CHEMICAL MINERAL RECLAMATION - CLEVELAND, OHIO

A. ACTION

1. DRUMS OF SLUDGES IN THE FLAMABLE HALOGENATED (YELLOW COLOR CODE) AND NON FLAMABLE NON HALOGENATED (WHITE COLOR CODE) CATEGORIES ARE BEING SENT TO THE FONDESSY SECURE LANDFILL IN TOLEDO, OHIO. SINCE APRIL 19 FIVE LOADS OF DRUMS (270 DRUMS) HAVE BEEN SHIPPED.

2. TWO HIGHLY CONTAMINATED PCB DRUMS HAVE BEEN ISOLATED IN THE NON-FLAMABLE HALOGENATED CATEGORY. THE REST OF THE LIQUIDS IN THAT CATEGORY ARE BEING BULKED FOR DISPOSAL.

3. ALL DRUMS HAVE BEEN MOVED OUT OF THE GARAGE AREA AND HAVE BEEN STAGED.

B. RECOMMENDATIONS

1. AS OF THIS TIME \$180,000 OF THE \$205,000 AUTHORIZED FOR THE PROJECT HAS BEEN SPENT. IT IS NOW ESTIMATED THAT ANOTHER \$100,000 WILL NEED TO BE AUTHORIZED TO COMPLETE THIS PROJECT BY MAY 25, 1982. THUS THE OSC REQUESTS AN INCREASE IN THE CEILING TO \$305,000 ON THIS CLEAN UP.

2. THE REASON FOR THE INCREASED COST IS TWOFOLD. FIRST THE DISCOVERY OF PCB'S ON THE SITE HAS CAUSED US TO DO ADDITIONAL WORK IN THE AREA OF COMPOSITE TESTING TO HELP LOCATE THE PCB DRUMS AND DISPOSAL. THIS HAS COST US TIME AND MONEY.

3. ALSO THE SEVERE WINTER CAUSED A 2 MONTH SHUTDOWN OF THE JOB RESULTING IN A NEED FOR OVERTIME WORK TO COMPLETE THE JOB WITHIN THE SIX MONTHS TIME FRAME REQUIRED. THIS IS THE SECOND MAJOR FACTOR FOR THE INCREASED COST.

STATUS: CASE CONTINUES

JOSEPH FREDLE, OSC, ESD, EDO, REGION V, WESTLAKE, OHIO

WPCCLE WLKE

810-427-9255

CC: KEN SCHULTZ, OEPA

R. HANNAHS, OEPA, COLUMBUS

D. WERTZ, OEPA, NEDO

C. ADIE, COTP CLEVELAND

G. NIED, CLEVELAND AIR POLLUTION

R. BOWDEN, U.S. EPA, REGION V, CDO

EILEEN BLOOM, REGION V, U.S. EPA

D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

EPA SPILLS WSH

WPCCLE WLKE

APRIL 15, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE (TWX 710-822-9269 EPA SPILLS WSH)
U.S. EPA, SUPERFUND, REGION V (TWX 910-221-5191 ~~WPCCLE~~ *wpckmb*)
U.S. EPA, REGION V, EDO, GROSSE ILE, MI (TWX 810-231-7184 EPA GRI)

FROM: OSC, USEPA, REGION V, ESD, EDO, WESTLAKE, OHIO

POLREP 8

CASE NUMBER: V-82-303-JF

SUBJECT: CHEMICAL MINERAL RECLAMATION - CLEVELAND, OHIO

- MORE*
1. FOUR^A LOADS OF CONTAMINATED SOIL HAVE BEEN REMOVED FROM THE SITE.
 2. TWO LOADS OF GREASE HAVE BEEN SHIPPED TO THE DOHERTY LANDFILL IN GENEVA:

APRIL 9 - 2234 GALLONS (47 DRUMS)

APRIL 10 - 2530 GALLONS (53 DRUMS)

3. BULKING OF OUTSIDE DRUMS HAS BEEN COMPLETED:

CHLORINATED, FLAMMABLE - 3200 GALLONS

NON CHLORINATED, NON FLAMMABLE - 4500 GALLONS

4. BULKING OF INSIDE DRUMS HAS BEGUN. AS THE DRUMS ARE EMPTIED, THEY WILL BE CRUSHED AND SENT TO A SCRAP YARD.

STATUS: CASE OPEN

JOSEPH FREDLE (DAP), OSC, ESD, EDO, REGION V, WESTLAKE, OHIO

CC: KEN SCHULTZ, OEPA

R. HANNAHS, OEPA, COLUMBUS

D. WERTZ, OEPA, NEDO

C. ADIE, COTP CLEVELAND

G. NIED, CLEVELAND AIR POLLUTION

R. BOWDEN, U.S. EPA, REGION V, CDO

EILEEN BLOOM, REGION V, U.S. EPA

D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

ATTACHMENT W



UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION V
230 SOUTH DEARBORN ST.
CHICAGO, ILLINOIS 60604

REPLY TO ATTENTION OF

Mr. Rodney Cronin
Chemicals and Minerals Reclamation,
Inc.
3200 Clark Avenue
Cleveland, Ohio

Re: Your Liability for
Response Costs at the
Chemicals and Minerals,
Reclamation, Inc. site

Dear Mr. Cronin:

The United States Environmental Protection Agency (EPA), pursuant to authority contained in Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and Executive Order No. 12316, did on or about November 19, 1982, determine that there was a release and substantial threat of a release of hazardous substances as defined by Section 101(14) of CERCLA from the Chemicals and Minerals Reclamation, Inc. (CMR) site at 3418 Crescent Avenue, Cleveland, Ohio.

On November 20, 1981, you were verbally notified of EPA's intent to take an emergency action at the Chemicals and Minerals Site. You were given an opportunity to take corrective action to abate the hazards. That opportunity was declined.

To abate the hazards at the facility EPA took action to remove and properly dispose of the hazardous substances. The removal action commenced on December 23, 1981 and terminated May 25, 1982.

The identified costs of the removal action are \$443,885.88. EPA has determined that, pursuant to Section 107(a) of CERCLA, CMR is liable for the payment of all costs expended on the site to the Hazardous Substance Response Trust Fund established pursuant to Section 221 of CERCLA, which is administered by EPA.

Demand is hereby made for payment of the above stated sum as well as additional costs as they are identified. If you desire to discuss the matter of your liability with EPA you should contact the person named below not later than 30 days after receipt of this letter. Your failure to respond may result in the filing of a civil action against you in the United States District Court for a judgement on the indebtedness, including court costs and attorneys' fees.

Sincerely,

Basil G. Constantelos, Director
Waste Management Division

Contact Person:

Roger Grimes, Assistant Regional Counsel
United States Environmental Protection Agency
230 South Dearborn Street
Chicago, Illinois 60604
312 886-6668

cc: Gene A. Lucero, Director
Office of Waste Programs Enforcement

Robert B. Schaefer
Regional Counsel, Region V

ATTACHMENT X

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

DATE: JUN 1 1983

SUBJECT: Emergency Action at Chemical Mineral Reclamation, Cleveland, Ohio


FROM: William H. Sanders III, Director
Environmental Services Division

TO: Henry D. Van Cleve, Acting Director
Emergency Response Division (WH-548-B)

The on-scene coordinator's report on the emergency action at Chemical Minerals Reclamation, Cleveland, Ohio, initiated in November 1981 and concluded in May 1982, is enclosed. The report follows the format prescribed in the National Contingency Plan.

The site has a long history, beginning with actions by local officials, the State agency, the U.S. Coast Guard, utilizing 311(k) funding, as well as vandalism and fire. Our action at the site included vat material removal and site cleanup.

Joseph J. Fredle, OSC, undertook the action at a contractor expenditure of \$443,885. The site is not listed on the National Priority list.


William H. Sanders III, Director

Attachment

cc: Regional Response Team
Don Bruce, WMD
Office of Enforcement Counsel ✓
Chairman, NRT
U.S. Coast Guard
Roger Hannahs, Ohio EPA
Gary Neid, CCDAPC

ON-SCENE COORDINATOR'S REPORT
U.S. ENVIRONMENTAL PROTECTION AGENCY
CHEMICAL MINERAL RECLAMATION
CLEVELAND, OHIO

REGION V SUPERFUND PROJECT NO. 08

U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION V
EASTERN DISTRICT OFFICE
25089 CENTER RIDGE ROAD
WESTLAKE, OHIO 44145

MAY 1983

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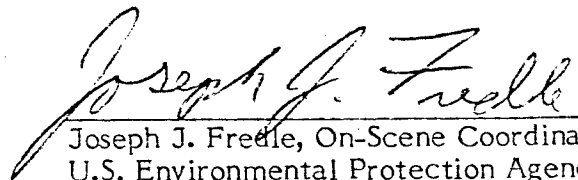
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APPENDICES

- A. Analytical Results
- B. Correspondence
- C. Polreps

PREFACE

This report documents the response action initiated by the United States Government at the Chemical Mineral Reclamation site in Cleveland, Ohio. The format of the report follows the outline specified in the National Contingency Plan.



Joseph J. Frede, On-Scene Coordinator
U.S. Environmental Protection Agency
Region V, Eastern District Office
25089 Center Ridge Road
Westlake, Ohio 44145
(216) 835-5200

I. SUMMARY OF EVENTS

A. Location

The Chemical Mineral Reclamation (CMR) site is located on the near west side of Cleveland, Ohio (see Figure 1) at 3418 Crescent Avenue. It is bordered by the Memorial Shoreway West to the west and the Old Cuyahoga River Bed to the north. A boat marina is located directly across the river from the site, and a company called Universal Rebuilding had offices adjacent to the site. The Cleveland Plain Dealer Publishing Company owned the site and leased it to Mr. Rodney Cronin. Mr. Cronin used the site to store waste chemicals. He moved from the original place of business while under a court order to clean up his original operation.

B. Initial Situation

When first discovered, CMR was located at 421 Stones Levee in the Cleveland "Flats" (see Figure 1). A fire occurred at 601 Stones Levee on March 18, 1979, just next door to the original site.

On March 21, 1979, the USEPA, the U.S. Coast Guard, the Cleveland Fire Department, and the Ohio EPA conducted a walk-through inspection of CMR's 421 Stones Levee site (see Appendix B). Mr. Rodney Cronin arrived on scene during the inspection and explained that he had from 2,000 to 3,000 55-gallon drums of solvent and roof tars in addition to chemicals such as acetates, butyls, ketone chains, toluene, xylene, zinc, chloride, and antimony oxides stored at the site. Mr. Cronin explained that he was storing the material for eventual reclamation. The storage warehouse was rundown, with all windows and doors broken. The warehouse had drums stacked to the ceiling and a material, which Mr. Cronin identified as lining material, was spilled on the floor and ground outside the warehouse. All floor drains and sewers in this building had been blocked. A sample of the lining material was obtained during this inspection. Many almost-empty drums were also noted in storage behind this building.

On March 27, 1979, the Ohio EPA, the USEPA, and the County Health Department conducted a follow-up inspection of CMR's Stones Levee site which led to the discovery of about 2,000 more drums of solvents and resins in the back of 601 Stones Levee. (See Ken Harsh's 3/29/79 report in Appendix B). Other drums were stored in a broken-down trailer on scene. In addition, piles of various materials were discovered on the grounds, while piles of resinous substances and puddles of oil were evident. It was noted that runoff from a large pile of calcium compounds, paint resins, and solid antimony compounds could possibly pose a threat to the nearby Cuyahoga River during severe rainstorms.

On April 20, 1979, the Cleveland Fire Department sent Mr. Cronin, via certified mail, a list of violations of their Municipal Ordinances apparent at CMR's Stones Levee site. Mr. Cronin was notified to abate these violations or to file an appeal with the Cleveland Board of Building Standards by May 20, 1979.

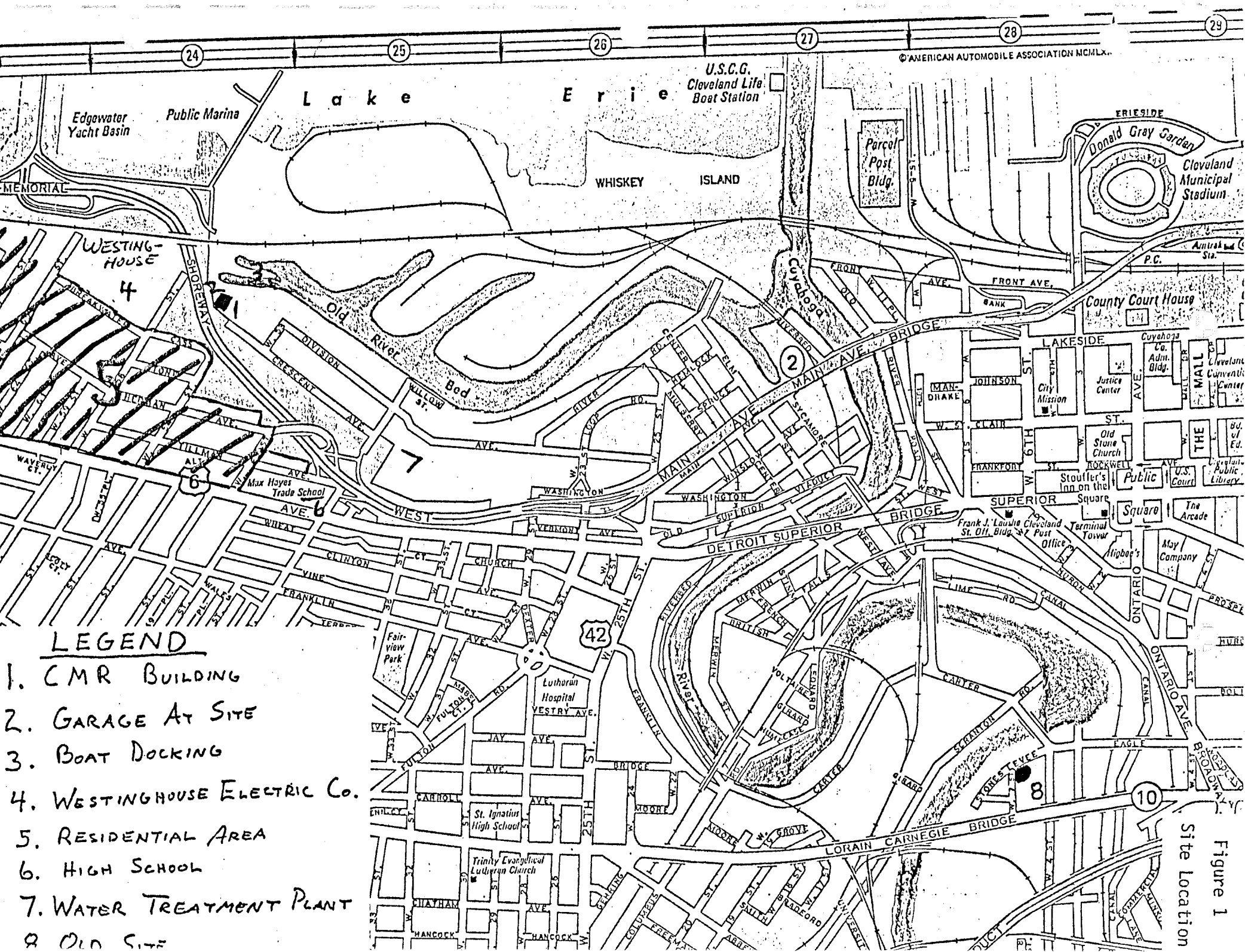


Figure 1
Site Location

On May 7, 1979, the USEPA collected samples to verify the types of materials stored at the site. In general, the analysis verified Mr. Cronin's description of solvents such as acetone, trichloroethylene, and carbon tetrachloride being present in the drums sampled. The results can be found in Appendix A.

On July 11, 1979, Federal Judge John Manos ordered CMR to cease accepting hazardous and solid waste for storage at its Stones Levee site, to adequately ventilate its facilities, to cease storage of waste in containers not meeting OSHA standards, and to separate drums containing flammable waste from those containing oxidizable material. Mr. Cronin then began the slow process of cleaning up the site under the supervision of the U.S. Attorney's Office. Then in late 1979, CMR moved its operation from the Stones Levee sites to 3418 Crescent Avenue in Cleveland. The disposal of chemicals continued from that location until July 2, 1980 when a fire was set to CMR's Crescent Avenue warehouse. The fire was confined to the mixing-vat area of the building, but it caused a major air pollution problem that required temporarily closing the Memorial Shoreway West. After the fire, Judge Manos ordered Mr. Cronin to stay off the site until he could produce a written clean up plan that met with the court's approval. But before the court order, Mr. Cronin did construct a small dike around the vat area at the request of the Coast Guard. This was to prevent the vat contents from entering the river if the building collapsed; however, the dike was not constructed very well.

C. City of Cleveland Response

After the fire, the city condemned the building for demolition. But the building could not be demolished because one side was full of hundreds of containers of chemicals, and the other side had six vats full of a mixture of chemicals, water from the fire fighting effort, and building material from the roof of the building that had partially collapsed. The city was concerned that the rest of the building would collapse on the chemicals, so the demolition department hired a contractor to remove all of the drums from the building and stage them outside on plastic sheets. During the period between July and October 1980, the Cleveland Division of Air Pollution Control had their chemist inspect each container to determine what was in each one according to physical properties. A total of 1,597 containers were inspected, ranging in size from 5 to 55 gallons. Materials found were paints, solvents, tar, grease, and resins. On September 29, 1980, a composite sample of the vats was collected by the city and sent to CRL for PCB analysis. On October 24, 1980, the analysis found 10 ppm of PCBs in the composite sample. Thus, each individual vat was again sampled by the city on November 26, 1980 and sent along with composite samples of 7 groups of drums from the site to the CRL for PCB analysis. On February 9, 1981, the analytical results were received and showed none of the samples to contain more than 50 ppm PCBs. (See Appendix A for results). The city then approached a waste oil reclaimer to take the material in the vats for recycling, but they were not interested.

It should also be noted that after the Superfund cleanup was complete, the city of Cleveland Demolition Department did demolish the building during the summer of 1982. This action left the site as it presently stands - a vacant lot.

D. U.S. Coast Guard Response

During the July 2, 1980 fire, the USCG did respond to monitor the situation. On July 3rd, after the fire was put out by the Cleveland Fire Department, the USCG inspected the site and determined that there was no "imminent threat" to navigable waters; thus, they were not able to use 311(k) funds for any type of cleanup.

In order to reevaluate the situation, a meeting of the RRT was called by the U.S. Coast Guard and attended by representatives of the U.S. Attorney's Office, the USEPA, Ohio EPA, and the City of Cleveland Air Pollution Control Division and Department of Law on February 27, 1981. The RRT concluded that an imminent and hazardous threat to navigable waters now existed at CMR and that expenditure of Sec. 311(k) funds to abate the threat was justified. The threat identified included overflow and leakage from six 3,500 gallon vats on site, storage of approximately 2,000 drums containing various substances, and ground saturation with possible migration of substances spilled during the preceding eight months. In addition, at this meeting, a request for 311(k) funding was granted through Project No. 210036 with a ceiling of \$10,000. These monies were to be used for preliminary sample analysis and first aid abatement efforts for prevention of flow of product to the Cuyahoga River. The Coast Guard provided the OSC. The Plain Dealer Publishing Company verbally refused to accept responsibility for the cleanup when approached by the USCG.

Between March 27, 1981 and April 13, 1981, the Coast Guard worked with Wiseman Oil Company to remove an estimated 10,500 gallons of flammable solvents from the vats and some of the drums on the site. This work was done by Wiseman Oil Company at no cost to the government because the material was recycled.

On June 9, 1981, Mr. Cronin was given an opportunity in writing by the Coast Guard to finish cleaning up of the site. He verbally accepted responsibility for the project, but no results ensued. Thus, on July 1, 1981, a second letter was sent by the Coast Guard notifying Mr. Cronin of the conditions under which he would be allowed to clean up the facility. No reply was received from Mr. Cronin.

Between July and September 1981, vandalism at CMR resulted in the dumping of approximately 30 drums of chemicals onto the ground in the yard area. Contents were identified as resins and paint residues. The material generally solidified upon exposure with no apparent runoff to water. In addition, youths were caught inhaling fumes from drums of unknown substances. The Plain Dealer contracted to have cement poured over the tops of approximately 300 drums at the site to secure them.

On October 13, 1981, the USCG terminated their removal activities under Sec. 311(k) funding. The site was then turned over to the USEPA for Superfund action.

E. USEPA Response

On October 23, 1981, the USEPA issued a list of the top 114 waste sites in the nation to be addressed by Superfund; CMR was one of them. Because of the appearance of this site on that list, and since the USCG had turned the site over to the USEPA, the OSC made a site inspection on November 16, 1981. During the inspection of this site, the contents of an additional 25 of the drums in the yard area were found spilled on the ground. Most of the material spilled was either pooled on the ground or had already soaked in, but some of the material could have been washed into the river by rain runoff (see Figure 2).

The rest of the site consisted of approximately 700 drums that had been staged by the city outside of the warehouse with another 700 drums inside the garage area. The vats were about half full of liquids. Thus, on November 19, 1981, a request for \$170,000 of immediate removal funds was made (see Polrep 1, Appendix C). After some discussion with USEPA headquarters personnel, a project ceiling of \$205,000 was approved on November 20, 1981 to take immediate removal action. Also on November 20, 1981, both Mr. Cronin, the site operator, and the Plain Dealer Publishing Company, the property owner, were given verbal demands to cleanup the site. The Plain Dealer refused to take action, but Mr. Cronin stated that he would try to develop a written cleanup plan by the deadline of noon November 24, 1981. Mr. Cronin did not contact the OSC by the deadline, thus, on November 25, 1981, a Notice to Proceed was issued by the OSC to Samsel Services Company of Cleveland, Ohio to start sampling drums and to cleanup spilled material on site. As the cleanup proceeded, the additional tasks of compatability testing, removal, and disposal of liquids and solids were also given to Samsel Services Company. Also, due to the past activities of vandals at this site, the OSC decided that security would be necessary to prevent any further problems while the contractor was not working on the site.

On November 30, 1981, the soil, contaminated by previous vandalism, was scraped into a pile and covered. Samples were taken, as the soil was being scraped into the pile, for EP toxicity analysis to evaluate disposal options. On December 31, 1981, the results showed low levels of contamination (see Appendix A), thus, the dirt was able to be disposed of at the Doherty Landfill in Geneva, Ohio on March 30, 1982 as the weather broke.

Starting on November 25, 1981, each drum was sampled, starting with the drums that had been moved outside from the warehouse by the city. Next, the drums in the garage area were also sampled. This sampling was completed by December 23, 1981. Compatability testing was done simultaneously with the drum sampling and was completed on February 7, 1982. These compatability tests helped to segregate the waste into categories for disposal purposes. The categories were organic and inorganic with the organic category being broken down into four subcategories of nonchlorinated/nonflammable, chlorinated/nonflammable, chlorinated/flammable, and nonchlorinated/flammable. The drums were then color coded according to their category for easy segregation. The compatability samples were composited by category and sent on March 12, 1982 to be analyzed for disposal parameters.

This analysis was completed by April 1, 1982 and it was found that the chlorinated/nonflammable and nonchlorinated/flammable composite samples contained PCB concentrations between 10 and 50 ppm. Thus, a drum-by-drum analysis had to be done on the drum samples collected in November and December 1981 from those two categories to locate the PCB-contaminated drums. Six drums containing greater than 50 ppm PCBs were found out of the 730 drums analyzed. These six drums were overpacked and sent to the Rollins Environmental Services incinerator in Deer Park, Texas on May 24, 1982.

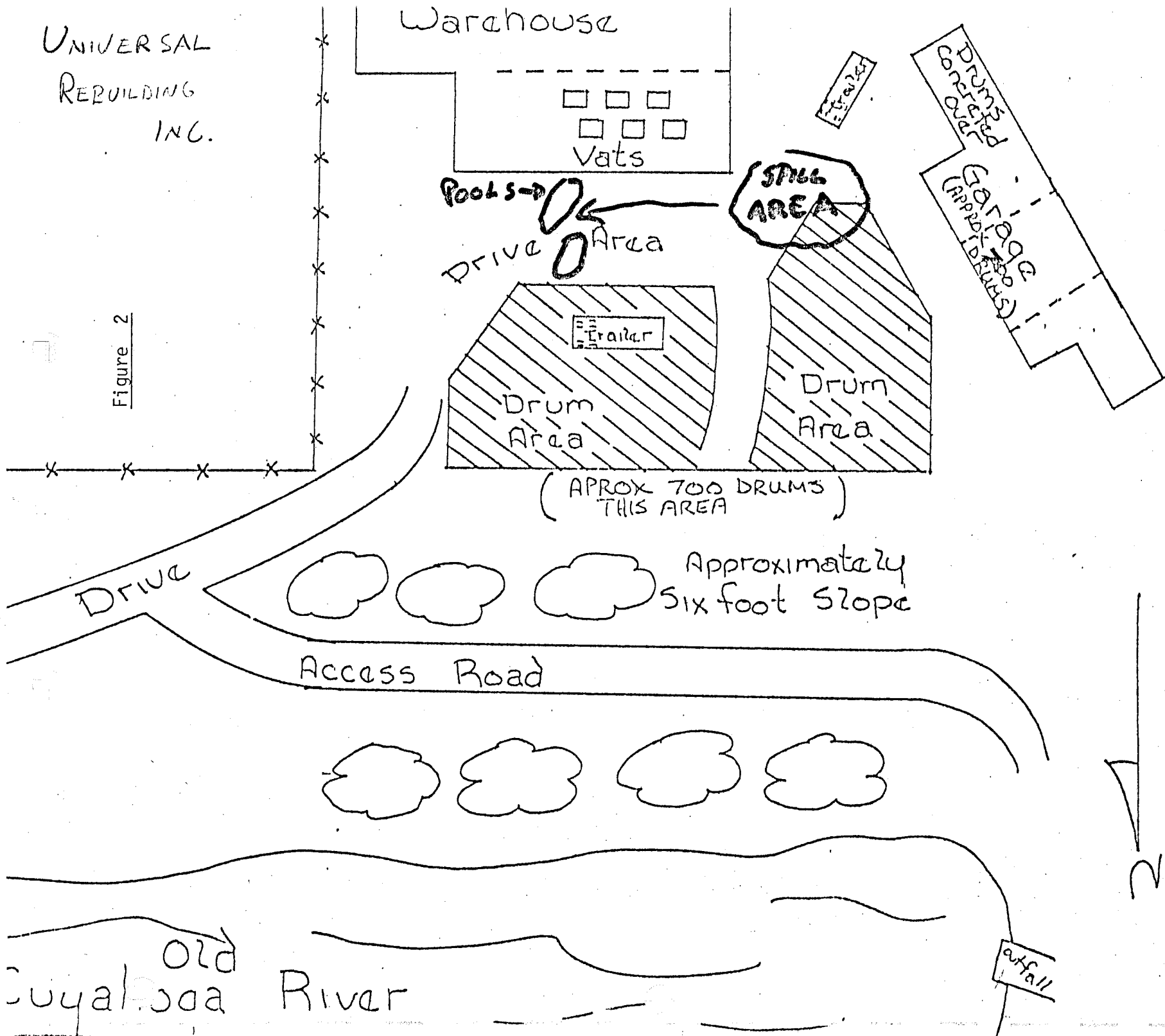
All of the other organic liquid was pumped into tankers for shipment to the Rollins Environmental Services incinerator in Bridgeport, New Jersey. There was a total of 25,500 gallons of organic liquid sent to Bridgeport during the cleanup in five separate loads. Two loads left on May 3, 1982, another two loads were shipped on May 24, and the last load left the site on May 25, 1982. Also, 4,000 gallons of inorganic liquids removed from the vats and some of the drums were sent to Alchemtron in Cleveland on May 20, 1982 for pretreatment before discharging to the sanitary system. Sludge from the vats was drummed, solidified, and sent to the Fondessy Landfill along with the sludges left in the drums. A total of 1,260 drums were disposed of at the Fondessy Landfill leaving the site in 24 shipments between April 19 and May 25, 1982. It should also be noted that 100 drums of grease were sent to the Doherty Landfill in Geneva, Ohio for disposal on April 9 and 10, 1982. The cleanup was completed on May 25, 1982.

During the cleanup, a number of potential generator names were discovered on some of the drums after they were moved. This information was forwarded to the Region V, Enforcement Division (see memo of August 19, 1982 to Eileen Bloom in Appendix B). Along the same line, it should also be noted that the Ohio EPA located the names of a few other possible generators that can be found in their letter dated August 30, 1982 (see Appendix B).

As the cleanup progressed, cost increases raised the estimate of the job to \$455,000. On April 27, 1982, the OSC asked for the first \$100,000 increase, and it was approved on May 2, 1982. The second \$150,000 increase was asked for on May 13, 1982, and was approved on May 14, 1982. The discovery of PCBs on the site was a major factor for the cost increase. Also, the winter of 1982 was one of the worst in Cleveland's history. With a record snowfall and very cold temperatures, it was impossible to work on the site during January, February, and most of March. The OSC, in retrospect, also believes that the initial cost estimate was low due to a lack of experience and available guidance material in developing such estimates.

UNIVERSAL
REBUILDING
INC.

Figure 2



Water Shoring

F. Cost Summary

1. Contractor Costs:

Sampling and compatability testing:

Labor	\$ 45,079.00
Equipment	6,829.21
Material	10,340.30
Security	2,448.56

Subtotal	<u>\$ 64,697.07</u>
----------	---------------------

Removal efforts:

Labor	\$110,413.25
Equipment	104,023.05
Material	19,833.10
Analysis	22,882.83
Disposal	116,004.29
Security	6,031.66

Subtotal	<u>\$379,188.18</u>
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Total	<u>* \$443,885.88</u>
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* These costs are subject to an ongoing audit.

2. USEPA Expenses:**

OSC time from October 1981 through April 15, 1983:

473 hours	\$ 7,378.80
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Vehicle Cost:

50 trips at 20 miles per round trip at \$.230 per mile	230.00
--	--------

Monthly vehicle charge (2 months)	282.00
------------------------------------	--------

Total	<u>\$ 7,890.80</u>
-------	--------------------

**These represent only OSC costs.

II. Effectiveness of Removal Actions

Removal actions taken by Mr. Cronin, the site operator, were slow and questionable. After the July 2, 1980 fire, a federal judge ordered Mr. Cronin to stay off the site. The property owner took only minimal security actions at the site. The city removed the drums from the warehouse and staged them outside, which was helpful as a preventative measure in case the building collapsed, and facilitated sampling and removal efforts. The USCG's efforts resulted in the removal of 10,500 gallons of solvents at an estimated savings of \$10,000 to the government. Also their actions prevented the vats from overflowing. Federal removal actions were as effective as possible given the conditions mentioned in Section III.

III. Problems Encountered

During January, February, and a good part of March 1982, the record snowfall and cold weather made work on the site impossible. Some of the material in the drums was frozen and the drums themselves were frozen to the ground. Due to the weather delay, it was necessary to work overtime during April and May to finish the cleanup within the allotted 6 months for a removal action. During some weeks, the contractor worked 12-hour days, 6 or 7 days a week.

Another problem encountered was in the location of a disposal site for the organic liquids. Originally, the plan was to ship the material to the MSD incinerator in Cincinnati, Ohio, but the incinerator was shutdown in January of 1982 and did not reopen until after the cleanup was complete. The next option was to send the material to the Robert Ross & Sons incinerator in Grafton, Ohio. This facility had a past history of not wanting to accept material from abandoned sites, but when contacted, they showed a willingness to consider the material. After analysis was completed, according to their specifications, the small amount of PCBs present (2 to 3 ppm) caused them to reject the material. We also found higher concentrations of PCBs in other samples as was previously mentioned. Finally, contact was made with Rollins Environmental Services in Bridgeport, New Jersey, and after their inspection of the samples, they agreed to accept the material once the high PCB drums were segregated out. They also were able to accept the high PCB material at their Deer Park, Texas facility for incineration.

IV. Recommendation

It is this OSC's recommendation that no further cleanup work is needed at this site. All drums and vat material have been removed; the buildings have been raised by the city of Cleveland; and, the soil was scraped to remove all visible contamination.

The OSC also recommends that a reference system be compiled containing information to better enable an OSC to estimate cleanup costs. This system could possibly consist of a breakdown of past cleanup costs plus information on disposal sites including costs and their requirements for accepting material.

APPENDIX A
ANALYTICAL RESULTS
CONTENTS

1. Samples collected 3/21/79 and 5/7/79 from 421 Stones Levee site.
2. Samples collected by the City of Cleveland on 9/29/80 and 11/26/80 for PCB analysis.
3. Sample of spill-contaminated dirt - EP toxicity analysis.
4. Sample analysis of the four organic liquid compatability groups.
 - #1 Nonchlorinated/nonflammable
 - #2 Chlorinated/nonflammable
 - #3 Nonchlorinated/flammable
 - #4 Chlorinated/flammable
5. Composite sample of water from vats.

1. Samples collected 3/21/79 and 5/7/79 from 421 Stones Levee Site.

ANGELO
ROBERT CROWIN

COLLECTED

5/7/79

1330 - 1500

samples collected at Chemical Mineral Reclamation

EFO1501 ACETONE, BENZENE, TYLENE

02 ACETONE, other solvents

03 Trichloroethylene - pure

04 Ketone & other solvents

05 Perchloroethylene - pure

06 Nickel salts w/ Antimony Oxide

07 Contaminated Naptha / STORPARD SOLVANTS w/ grease & oil

08 Zinc Chloride solution

09 Butylcell w/ Tylene & SS 100 solvents

10 Carbon Tetrachloride w/ roof tar contaminants (in Vat)

11 Tylene / Heptane

12 Tylene / ketone / water

These are the compounds that ~~the~~ CMR said were in the drums sampled. Some of the spelling may be off.

EFO1513

sample from ground near Carbon Tet Vat
on 3/21/79. Cleaned up by 5/7 visit

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE: July 6, 1979

SUBJECT: Analytical Results: Data Set EDO 386
Samples From Chemical Mineral ReclamationFROM: Emilio Sturino PhD *Emilio Sturino*
Chief, Organic Lab Section, CRLTO: A.R. Winkelhofer, Director
Eastern District OfficeThru: Curtis Ross, Director
Central Regional Laboratory

Listed below are the chemical results for subject samples. A copy of the results was given to John Barney of the Enforcement Division on June 25, 1979

If you have any questions regarding these analysis, please call me at 353-8370.

Sample #79-EF01S01

Compound Detected

Concentration

Acetone

86%

Sample #79-EF01S02

Compound Detected

Concentration

Acetone

83%

Sample #79-EF01S03

Compounds Detected

Concentration

Acetone

17%

Trichloroethylene

83%

Sample #79-EF01S04

Compounds Detected

Concentration

Methyl ethyl ketone

58%

Ethyl acetate

17%

Hexane

10%

Heptane

11%

Sample #79-EF01S05

Compounds Detected

Concentration

Acetone	5%
1,1,1 trichloroethane	<1%
Trichloroethylene	<2%
Tetrachloroethylene	51%

Sample #79-EF01S07

Compounds Detected

Concentration

Acetone	<1%
2-nonyne	<1%
Octahydro-2-methyl pentalene	<1%
Tricyclo (3,3,1,13,7) decanone	<1%
3-methyl bicyclo (3,3,0) octane	<1%
2-methyl-cis-bicyclo (3,3,0) octane	<1%
1-ethyl-1-methyl cyclohexane	<1%
Trimethyl cyclohexane	<1%
3,4,4 trimethyl-2-hexane	<1%
Propylcyclohexane	<1%
1 ethyl-2-methyl cyclohexane	<1%
Tetramethyl-3-hexene	<1%
Isomer of tetramethyl-3-hexene	<1%

Sample #79-EF01S09

Compounds Detected

Concentration

Acetone	<5%
2 methyl propanol	<5%
Trichloroethylene	66%
4 methyl-2-pentanone	6%
Tetrachloroethylene	13%
Toluene	5%

Sample #79-EF01S10

Compounds Detected

Concentration

Methylene Chloride	6%
Acetone	2%
1,1,2-trichloro-1,2,2-trifluoroethane	1%
1,2-dichloroethane	39%
1,1,1 trichloroethane	<1%
Carbon tetrachloride	99%
Trichloroethylene	19%
2-methyl hexane	<1%
Tetrachloroethylene	<1%
Toluene	<2%
Xylene and xylene isomer	<2%

Sample # 79-EF01S11

Compounds Detected

Concentration

Methyl ethyl ketone	<1%
2 methyl-1 pentene	<1%
3 methyl-1-pentene	<1%
Hexane	2%
Trans-1,3, dimethyl Cyclohexane	<1%
Toluene	26%
3 methoxy hexane	30%
N-heptane	3%
Ethyl benzene	1%
Xylene	1%
Methyl Cyclohexane	<1%

Sample #79-EF01S12

Compounds Detected

Concentration

Ethanol	12%
Methyl ethyl Ketone	1%
Ethyl acetate	<1%
3,3,6-trimethyl bicyclo (3,1,0) hexane-2-one	<1%
Toluene	<1%

Sample #79-EF01S13

Compounds Detected

Concentration

1,1,2 trichloro-1,2,2-trifluoroethane	<1%
1,2 dichloroethane	<1%
1,1,1 trichloroethane	<1%
Carbon tetrachloride	<1%
2-Methoxy ethanol	<1%
Trichloroethylene	<1%
Methyl cyclohexane	<2%
4 Methyl-2 pentanone	<1%
Toluene	1%
Ethylbenzene	1%
1,1,1 trichloro-2,2,2 trifluoroethane	1%
Xylene and isomer	11%
Trimethyl benzene	1%

East River
District Office EAST RIVER

ENVIRONMENTAL PROTECTION AGENCY, REGION 1 BASIC DATA FORM

Phone 100-6177 15 of 28

Sampling Date 7 5 79
Day Month Year

Lab Arrival Date 11 5 79
Day Month Year

Analysis Due Date _____ Day Month Year

Dist. Oct 386

sum 71
attached sheet

Account No. _____

Study Chem. Analysis REC

Parameter No.	01067	01147	01077	01092	01012	01102	01087	01152	01022			
CRL Sample Log Number	Total Nickel	Total Selenium	Total Silver	Total Zinc	Total Beryllium	Total Tin	Total Vanadium	Total Titanium	Total Boron			
FOI Units	µg/l	µg/l	µg/l	µg/l	µg/l	µg/l	µg/l	µg/l	µg/l			
1	506V	6.4g/kg										
2	509	RRM 6-6-79		6.30g/kg							6.4g/kg	
3				RRM 6-6-79							RRM 6-6-79	
4												
5												
6												
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30												

Cont. 7-2. All samples are analyzed and reported in this report. No further action is required.

2. Samples collected by the City of Cleveland on 9/29/80 and 11/26/80 for PCB analysis.

DIVISION/BRANCH EEFB-362 Sampling Date 29 9 80 Lab Arrival Date 6 10 80 Analysis Due Date 1 10 80
 D.U. NUMBER 1 ACTIVITY CITY OF CLEVELAND CHEMICAL & MINERALS RECLAMATION Study JOE FREDDLE
 All units are micrograms per liter or milligrams per kilogram

[illegible]

Mark --- set of parameter numbers not used.

RECEIVED
OCT 24 1980
USEPA, EEL BRANCH
536 South Clark Street
Chicago, Illinois 60605

ENVIRONMENTAL PROTECTION AGENCY, REGION V BASIC DATA FORM

Collection Date: May 1981 Arrival Date: May 1981 Station: 1242

[Handwritten notes and signatures]

[Handwritten notes: "Checked at ...", "Area ...", "Date ..."]

1242		1248		SAMPLE No.	
K 0.5	K 0.5	K 0.8	K 0.8	COL	VAT #1
K 40	K 40	K 40	K 40	OL	VAT #2
K 5	K 5	K 5	K 5	2	VAT #3
K 15	K 15	K 15	K 15	4	VAT #4
K 5	K 5	K 5	K 5	5	VAT #5
K 5	K 5	K 5	K 5	6	VAT #6
K 5	K 5	K 5	K 5	COMPOSITE OF 58 DRUMS - PA	
K 5	K 5	K 5	K 5	7	58 "
K 2.5	K 2.5	K 2.5	K 2.5	8	28 " WATE
K 10	K 10	K 10	K 10	9	23 " SOLV
K 1	K 1	K 1	K 1	10	41 " RESIN
K 1	K 1	K 1	K 1	11	33 " GRE
K 1	K 1	K 1	K 1	12	41 " SOLID

[Handwritten notes and signatures at the bottom of the page]

3. Sample of spill-contaminated dirt - EP toxicity analysis.

SPILL CONTAMINATED DIRT

Samsel Services
1285 Old River Road
Cleveland, Ohio 44113

Attn: Mr. Dave Hartman

Samples Received: 12/8/81

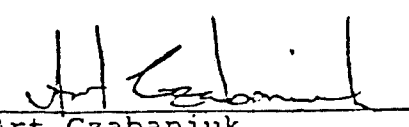
Date: December 31, 1981

Project Number: 4721

ERG Sample #15,544

Client ID - Organic Sludge

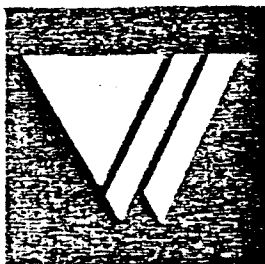
<u>Parameter</u>	<u>Results</u>	<u>Detection Limit</u>	<u>Units</u>
Arsenic	<0.005	-----	mg/l
Barium	<2	-----	mg/l
Selenium	<0.001	-----	mg/l
Mercury	0.015	-----	mg/l
Cadmium	0.010	-----	mg/l
Chromium	<0.020	-----	mg/l
Lead	1.8	-----	mg/l
Silver	ND	<0.010	mg/l

Certified by: 

Art Czabaniuk
Laboratory Manager

4. Sample analysis of the four organic liquid compatability groups.

- #1 Nonchlorinated/nonflammable
- #2 Chlorinated/nonflammable
- #3 Nonchlorinated/flammable
- #4 Chlorinated/flammable



WHITE

WADSWORTH TESTING LABORATORIES, INC.

P.O. Box 208 • 1600 Fourth St. • Canton, Ohio 44701 • (216) 454-5809

WASTE MATERIAL PROFILE SHEET

Company Samsel Services

Sample Identification N/N #1 Lab # 61023

Waste Properties:

A. Organic Inorganic Both X

B. Phases/Layers: Bilayered X Multilayered None

C. Physical state at 70°F Solid X Semi-solid X
Liquid X Powder Other

D. Solids: Total Suspended Solids Total Dissolved (ppm or %) Less than .5
Total 10-12%

E. Specific Gravity Settleable 8-10
0.935

F. pH N/A (show as range)

As: H_2SO_4	<u> </u> %	H_3PO_4	<u> </u> %
HCl	<u> </u> %	NaOH	<u> </u> %
HF	<u> </u> %	NH_4OH	<u> </u> %
HNO_3	<u> </u> %	$Ca(OH)_2$	<u> </u> %
Other	<u> </u> %		

G. Flash point Less than 70°F Closed Cup X Open cup

H. Viscosity 496 SUS

I. Vapor pressure (in mm Hg at 25°C) ---

J. BTU per pound 14,700 Ash content .9 %

K. Halogenated approx. 15% Sulfonated .3 %

L. Alpha radiation as pCi/l: ----

Waste composition

A. Organic compounds (with ranges indicate % or ppm)

Methylene Chloride 14-16%

Toluene 4-6%

1,1,1-trichloroethane 1-2%

Hydrocarbons 4-6%

Benzene 8-10%

(Aromatic and Aliphatic)

Oils (heavier liquids) remainder

WADSWORTH TESTING LABORATORIES, INC.

Page 2

Waste Composition Continued

B. Heavy metals (with ppm ranges)

<u>Dissolved</u>	<u>TOTAL</u> ppm	<u>Leached</u>
Ag _____	.04	_____
As _____	.007	_____
Ba _____	14	_____
Cd _____	.12	_____
Cr _____	4.5	_____
Cu _____	---	_____
Hg _____	.057	_____
Ni _____	---	_____
Pb _____	7.1	_____
Se _____	.069	_____
Zn _____	--	_____
Other <u>Be</u> _____ (specify)	Less than .01	_____

C. Inorganic Components (with ranges indicate % or ppm)

Total Cyanide Less than .25 mg/L
 Free Cyanide _____
 Sulfide _____
 Sulfite _____
~~0.1111~~ Cyanate 36.6 mg/L

D. Does this waste stream contain biologic materials, pathogens, or etiological agents? _____

E. Other Composition

Organic Phosphorus - Less than 2 ppm Water = Less than 1%
 Organic Nitrogen - Less than 5 ppm
 PCB = 3 ppm
 Pesticides/Herbicides - Less than 1 ppm
 Phosphide/Hydride-Nonreactive with water and dilute acid



CERTIFICATE OF ANALYSIS

WADSWORTH TESTING LABORATORIES, INC.

P.O. Box 208 • 1600 Fourth St. S.E. • Canton, Ohio 44701 • (216) 454-5809

CHEMISTS • METALLURGISTS • ENGINEERS

ESTABLISHED 1938

Samsel Services
1285 Old River Road
Cleveland, Ohio 44113

DATE April 30, 1982

SUBJECT: Composite #2

Specific Gravity-----	1.008
Viscosity-----	1.03 centistokes at 100°F
Flash Point-----	Less than 70°F
B.T.U.-----	5540 B.T.U./lb.
Organic Sulfur-----	.11%
Organic Halogens-----	3.84%

VOLATILE SOLVENTS:

Methylene Chloride-----	.1%
1,1,1-Trichloroethane-----	.5%
Trichloroethylene-----	1.5%
Tetrachloroethylene-----	2.0%
Toluene-----	3 to 5%

PESTICIDES:

None detected above 10 PPM

WADSWORTH TESTING LABORATORIES, INC.

Marion W. Stephens, P.E.

CERTIFICATE OF ANALYSIS

WADSWORTH TESTING LABORATORIES, INC.

P.O. Box 208 • 1600 Fourth St. S.E. • Canton, Ohio 44701 • (216) 454-5809

CHEMISTS • METALLURGISTS • ENGINEERS

ESTABLISHED 1938

Samsel Services Co.
1285 Old River Rd.
Cleveland, Ohio 44113

DATE 5/24/82

Subject: Sample N/F #3

BTU ----- 16,672
Organic Sulfur ---- .12%
Organic Halogen --- .95%
Specific Gravity -- .865
Viscosity ----- 13.6
Flash Point ----- Less than 70°F
Organic Scan:
Toluene = 22-23%

Pesticides = Less than 1 ppm

WADSWORTH TESTING LABORATORIES, INC.

Marvin Stephens, S.D.

RECEIVED



YELLOW

WADSWORTH TESTING LABORATORIES, INC.

P.O. Box 208 • 1600 Fourth St. • Canton, Ohio 44701 • (216) 454-5809

WASTE MATERIAL PROFILE SHEET

Company Samsel ServicesSample Identification C/F #4 Lab # 61024

Waste Properties:

A. Organic Inorganic Both XB. Phases/Layers: Bilayered Multilayered X None C. Physical state at 70°F Solid X Semi-solid
Liquid X Powder Other D. Solids: Total (%) 8% Total Dissolved (ppm or %) Less than .5%
Suspended Solids Gravity Settleable about 5%E. Specific Gravity 1.014F. pH N/A (show as range)

As: H_2SO_4	<u> </u> %	H_3PO_4	<u> </u> %
HCl	<u> </u> %	NaOH	<u> </u> %
HF	<u> </u> %	NH_4OH	<u> </u> %
HNO_3	<u> </u> %	$Ca(OH)_2$	<u> </u> %
Other	<u> </u> %		

G. Flash point Less than 70°F Closed Cup X Open cup H. Viscosity 41 SUSI. Vapor pressure (in mm Hg at 25°C) -----J. BTU per pound 13,400 Ash content .56 %K. Halogenated 8% Sulfonated .11 %L. Alpha radiation as pCi/l: -----

Waste composition

A. Organic components (with ranges indicate % or ppm)

Methylenechloride	<u>6-8%</u>	Toluene	<u>18-20%</u>
1,1,1-trichloroethane	<u>3-5%</u>	Other hydrocarbons	<u>8-10%</u>
Benzene	<u>14-16%</u>	Oils (heavier liquids) remainder	
		(Note-strong odor of methylacrylate)	



WADSWORTH TESTING LABORATORIES, INC.

Page 2

Waste Composition Continued

B. Heavy metals (with ppm ranges)

<u>Dissolved</u>	<u>TOTAL</u> <u>Suspended</u>	<u>Leached</u>
Ag _____	Less than .01	_____
As _____	.005	_____
Ba _____	5	_____
Cd _____	Less than .02	_____
Cr _____	2.35	_____
Cu _____	---	_____
Hg _____	.060	_____
Ni _____	----	_____
Pb _____	1.9	_____
Se _____	Less than .005	_____
Zn _____	---	_____
Other Be _____ (specify)	Less than .01	_____

C. Inorganic Components (with ranges indicate % or ppm)

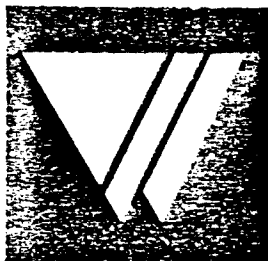
Total Cyanide Less than .25 mg/L
 Free Cyanide _____
 Sulfide _____
 Sulfite _____
 Other Cyanate 174 mg/L

D. Does this waste stream contain biologic materials, pathogens, or etiologic agents? _____

E. Other Composition

Organic Phosphorus - 37 mg/L
Organic Nitrogen - Less than 5 mg/L
Water - Less than 1%
Pesticides/Herbicides - Less than 1 ppm
PCB = 2 ppm
Phosphide/hydride - nonreactive with water and dilute acid

5. Composite sample of water from vats.



WADSWORTH TESTING LABORATORIES, INC.

P.O. Box 208 • 1600 Fourth St. • Canton, Ohio 44701 • (216) 454-5809.

May 13, 1982

"VAT SAMPLE ANALYSIS"

The Sample was treated as an industrial discharge water for analytical purposes.

The pesticides were determined according to EPA Method 608 (Federal Register, Vol. 44, #233). Total phenol concentration was determined by EPA Method 420.1 ("Methods for Chemical Analysis of Water and Wastes, 1979"). The volatile scan was a modified EPA Method 624 (Federal Register, Vol. 44, #233). It was necessary to reduce the sample size due to the large number of components at low concentrations and the requested quantifiable limit of greater than 20 ppm.

Pesticides ----- Less than 1 ppm
(listed in Method 608)

Phenols, total ----- 13 mg/L

Purgeables (greater than 20 ppm)

<u>Compound</u>	<u>Approximate Conc. (ppm)</u>
Methylene Chloride -----	100
Acetone -----	1,000
Methylethylketone -----	1,000
Toluene -----	100
Propyl Acetate -----	100
Ethyl Acetate -----	* Undetermined
Isopropyl Acetate -----	* Undetermined
Tetrachloroethylene -----	50
Freon (exact type undetermined)*	Undetermined

*

The concentrations were unable to be determined due to lack of standards.

WADSWORTH TESTING LABORATORIES, INC.

Marvin W. Stephens

Marvin W. Stephens, Ph.d.
Vice President & Technical Director



APPENDIX B
CORRESPONDENCE

Discharge to water

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE: March 29, 1979

SUBJECT: Inspection Survey - Chemical Mineral Reclamation Inc. Warehouse

FROM: Joseph Fredle, OHMC *JF*

TO: A.R. Winkhofer, Director, EDO *AW*

On 3/21/79 I conducted a cursory inspection of an old rundown warehouse located at 421 Stones Levee Road in the flats area of Cleveland. I was accompanied by officials from the U.S. Coast Guard COTP Cleveland, the Cleveland Fire Department and the Ohio EPA. The warehouse is leased from Penn Central to Chemical Mineral Reclamation Inc. (CMR) which is owned by Mr. Rodney Cronin. Mr. Cronin arrived at the site after we did. He explained that he has between 2,000 and 3,000 55 gallon drums of mostly solvent and roof tar. They produce the roof tar by blending waste material from other manufacturers of roof tar with solvents.

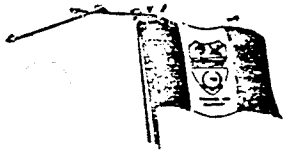
The other chemicals that were mentioned as being there are acetates, butyles, ketone chain, tylenes, xylene, zinc chloride and antimony oxides. CMR buys these chemicals as waste chemicals from other companies, has them reprocessed and then sells them. Mr. Cronin showed me a letter that he had received from an agent of Summit National Services attempting to make arrangements with CMR to take some of the material that Summit National has stored on their property, when the ban on shipping out of Summit National is lifted.

The physical condition of the warehouse is rundown to say the least. All of the windows and doors are broken. The building has drums stacked to near the ceiling. There is material on the ground which was stated to be can lining (a sample of it was collected). Behind the building is a storage area of mostly empty drums, but a few of them had markings such as para formaldehyde, styrene monomer and sludge trichloroethylene on them. Mr. Cronin explained that these were the drums that they received some of their waste materials in and that the markings on the drums are not indicative of what they received in the drum. Mr. Cronin also stated that all floor drains and sewers in the building have been blocked off so that anything that is spilled will not get out of the building or into the storm or sanitary sewers. My general observation is that the place looks like an accident waiting to happen, but there is presently no problem being caused by the facility as far as a discharge to a waterway is concerned. A referral to OSHA may be appropriate in this matter. The office address and phone number for the company is:

Chemical Mineral Reclamation, Inc.
3200 Clark Avenue
Cleveland, Ohio
216-631-3035

An initial evaluation of the facility and the type of products stored there indicate that no SPCC plan would be required.

cc: Donald A. Wallgren, SS
Lee Townsend, CDO



DIVISION OF FIRE
WILLIAM E. BARRY, CHIEF

City of Cleveland

DENNIS J. KUCINICH, MAYOR

June 5, 1979

Mr. Joseph Fredle
Federal Environmental
Protection Agency
25089 Center Ridge Road
Westlake, Ohio 44145

Re: 421 Stones Levee
Cleveland, Ohio

Dear Mr. Fredle:

The Cleveland Fire Department is enclosing the list of violations of our Municipal Ordinances that are being violated at the above location.

The owner of the business has been sent a copy of these violations by certified mail, as the first step towards securing compliance. To date, there has been no reply.

If there are any questions, please call Captain Frano at 621-1230.

Sincerely,

William E. Barry
William E. Barry, Chief
Division of Fire

WEB/bc
Enclosure
CC Capt. Frano
File
379-79

K HARRIS

Sent - Arnic 20, 1979

Re: 421 Stones Levee
Improper Storage of
Hazardous materials
HIGH HAZARD OCCUPANCY
In Excess of 2,000
(55 gal. drums).

1. No Permit.
Section 383.04 (e). A permit shall be required for the regular storing or handling of flammable liquids in excess of 25 gal. class III, inside a building and 55 gal. class III, outside of building.
2. No Certificate of Occupancy.
Section 383.04 (g). A new certificate of occupancy shall be obtained whenever there is any increase in the quantity, or substantial change in the character, location or method of storage of flammable liquids on such premises.
3. Improper out door storage.
Section 383.27 (a). No flammable liquid containers shall be stored by being piled one on top of another without provisions for maintaining the piles in a stable condition by the use of pallets or other stable supports.
4. Quantity Storage of Corrosive Liquids.
Section 385.47 (b). Storage containers are sub-standard and not within a fire-resistive storage room equipped with adequate natural or mechanical ventilation and conforming to Section 3129.43 (c).
5. Section 385.47 (d). Corrosive liquids shall be stored over safety catch basins or similar devices so that leakage of such liquids shall not endanger life or property. Corrosive Liquids stored so that unauthorized persons shall not have ready access there to. The doors are not secure and many windows are broken out.

You are hereby notified to abate the above violations by May 20, 1979.

If you are aggrieved by this order, you may file an appeal with the Board of Building Standards, and Building

REPORT ON:
Chemical Mineral Reclamation Inc.
421 Stone Levee Road
Cleveland, Ohio

March 29, 1979

OWNER CONTACT:

Mr. Rodney Cronin
3200 Clark Avenue
Cleveland, Ohio 1-(216)-631-3035

Spill #5-18-520

Location: In the "Flats" downtown Cleveland near the mouth of the Cuyahoga River. Located on railroad owned property of about 8.4 acres; underneath a bridge.

Company Business: "Broker", Middleman for Flammable Waste. Agent for some plating compounds. Mainly picks up business from some paint manufacturer, and from American Can (can lining materials). The majority of his business is disposal/reclaim of flammable solvents and resins.

Description of Storage Area: Drums are stored in ancient, battered unsecured warehouses. One warehouse contains about 4000 drums stacked to the ceiling, and has concrete plugged floor drains. The drums are in fairly good shape in the building. Only spills of minor nature are indicated inside the building. Littered around the outside of the building are numerous rusted/crushed drums and pails of various materials. Piles of resinous materials; oils are in evidence and are very unsightly. At the rear of the building are several hundred drums for shipment to Robert Ross for incineration. There are a number of puddles/piles of materials dumped at the rear of the building. Most of these appear to be viscous and relatively non-toxic and pose no immediate threat to "waters of the state". There is a large pile of material by the door at the side of the building. This pile contains calcium compounds, paint resin, and some solid antimony compounds. There is the possibility of runoff during severe rain storms from this pile. There is also a truck load of other chemicals in a broken down trailer outside the building. Another warehouse contains about 2000 drums of paint solvents/resins stacked one-high. These drums were not immediately made apparent to our investigators, but were rather discovered while walking over the area. Some drums had been tipped over, but caused no discernible problem due to the fact that they contained resin and solid rubber compounds. In summation; the area outside the building was extremely sloppy; but actual spills to "waters of the state" would be very hard to prove. All wastes are received and shipped in drums. Most drums are opened and checked for "smell" and fluid state. Drums are shipped via commercial hauler according to Mr. Cronin because of insurance liability problems. The immediate neighborhood is dilapidated and very run-down. Mr. Cronin is negotiating to buy the warehouse from the railroad for about \$400,000.

Sampling/Cooperation: Mr. Cronin appeared to be very cooperative and assisted me in taking samples from several drums. He did not try to prevent our access to any area. I took samples of 3 drums and some solid material. I do not expect these samples to show any really unusual chemicals.

Disposal: According to Mr. Cronin the solids/resins go to Robert Ross for incineration, while the solvents are sent to Hukill Chemical and Chemical Recovery for re-distillation. Some slightly off specification material (asphalt) may be thinned in a vat and made into roofing compounds. Additionally some of the drummed waste is sprayed on piles of coal to increase BTU value.

Containment: Cannot be considered to be contained; river is across the street. Building/drums also constitute a severe fire hazard.

Toxicity/Inventory Assesement:

Extremely Toxic

Antimony Oxide

Chromic Acid (number of small containers)

Acetic Acid (2 drums)

Moderate Toxicity

Methyl Alcohol (large quantity on hand)

Acetone (many drums, flammable; narcotic fumes)

Perchloroethylene (few drums)

Methylene chloride (strongly narcotic/eye irritant)

Slight/Low Toxicity

Zinc Chloride (large number of drums)

Butyl Alcohol

Butyl Acetate

Methyl Ethyl Ketone (large quantity; flammable)

Toluene (" " ")

Xylene (" " ")

Heptane (" " ")

Butyl Cellosolve (" " ")

Asphalt

Resin/Rubber Solvent (" " ")

1,1,1 - Trichlorethane (few drums)

Perchloroethylene (" " ")

Paint Solvents, Miscellaneous (large quantity)

Lube Oils

Also there are other ketones/acetates/solvents of low order toxicity.

Reviewers Comment: There did not appear to be any "ringer materials" or any other hidden compounds. There will be some clean-up at this site in the next month or so due to pressure from fire marshall/fire code. The place will come under our regulations eventually. Mr. Cronin claims to have been operating the site for 10 years.

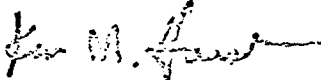
List of participants 3/27/79 10:30 AM

USEPA (Grosse Ile, Michigan)
Robert Bowlus
Joe Bole

Cuyahoga County Health Department
Anthony Coros

Chemical Mineral Reclamation
Rodney Cronin

Ohio EPA
Debbie Berg, OLPC, NEDO
Paul Brock, ERS, NEDO
Ken Harsh, ERS, CO

Report Submitted By: 

Ken M. Harsh
Assistant Chief
Emergency Response

cc: Paul Brock, ERS, NEDO
Debbie Berg, OLPC, NEDO

Chemical Mineral Reclamation Inc
Site Map

Drums for shipment to "Robert Ross/Crafton"

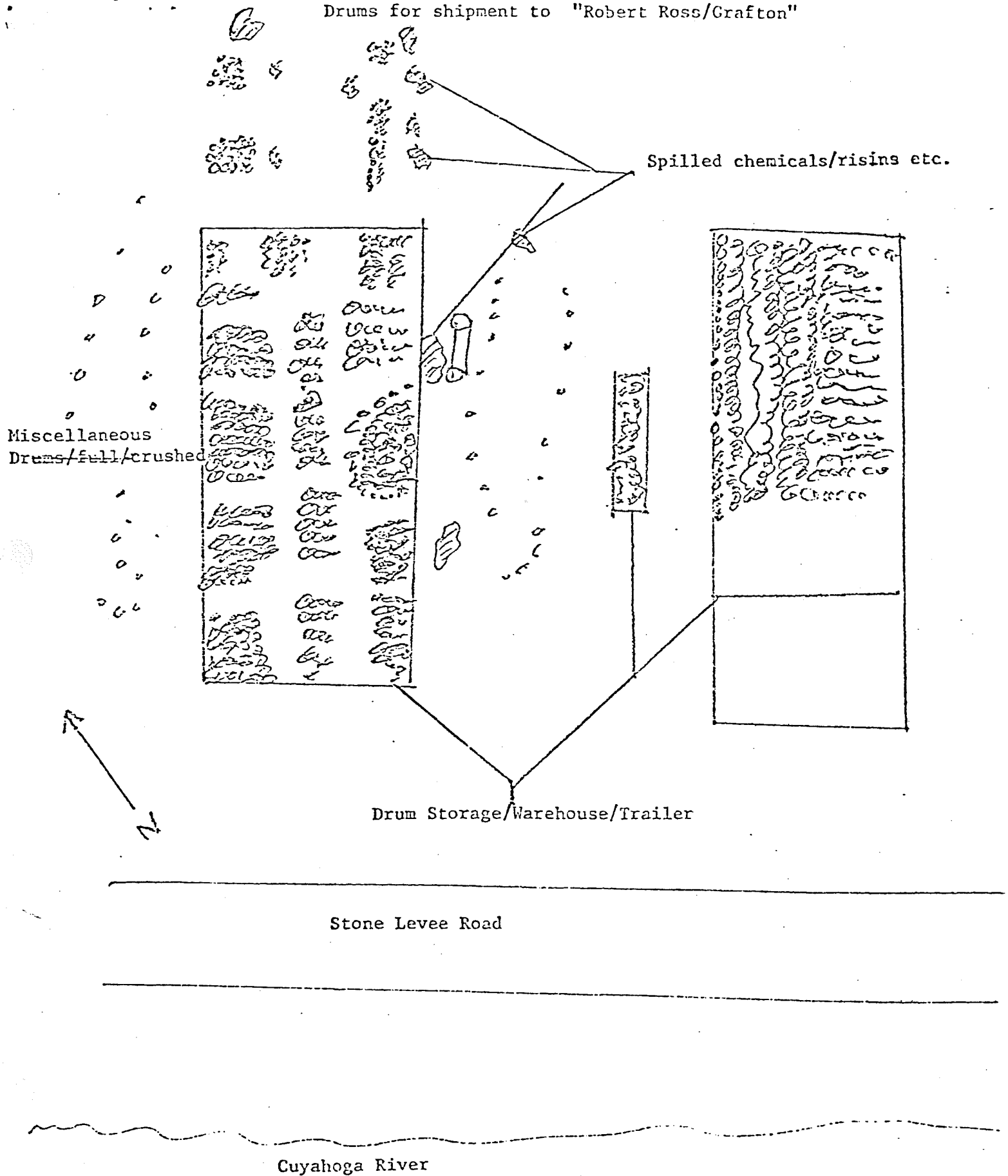
Spilled chemicals/risins etc.

Miscellaneous
Drums/full/crushed

Drum Storage/Warehouse/Trailer

Stone Levee Road

Cuyahoga River



POCLE WLKE

EPA SPILLS WSH

NOVEMBER 20, 1981

TO: JOE FREDLE, OSC
REGION 5

FROM: H. D. VANCLEAVE, ACTING DIRECTOR
EMERGENCY RESPONSE DIVISION

SUBJECT: IMMEDIATE REMOVAL ACTION AT CHEMICAL MINERALS RECLAMATION

THIS IS TO CONFIRM VERBAL APPROVAL OF \$205,000 TO TAKE AN IMMEDIATE REMOVAL ACTION AT THE CHEMICAL MINERALS RECLAMATION SITE IN CLEVELAND, OHIO. THIS MONEY IS TO BE USED TO REMOVE ALL DRUMS AND CONTAMINATED MATERIAL FROM THE YARD AND THE GARAGE AREAS, TO REMOVE THE SLUDGE FROM THE VATS, AND TO REMOVE THE OBVIOUSLY CONTAMINATED SOIL FROM THE SITE. ACTION SHOULD BEGIN AT THE SITE EARLY NEXT WEEK, THEREFORE WE RECOMMEND THAT ORAL DEMANDS BE GIVEN TO THE RESPONSIBLE PARTIES, FOLLOWED BY A WRITTEN DEMAND.

THE RRT MUST BE ACTIVATED BEFORE WORK BEGINS AT THE SITE. WE ALSO REQUEST THAT SITE BE SAMPLED AFTER THE REMOVAL ACTION OCCURS TO DETERMINE IF ANY FURTHER WORK IS NECESSARY DUE TO SOIL CONTAMINATION. PLEASE SEE IF THE CITY OR STATE WILL UNDERTAKE THIS SAMPLING AND ANALYSIS OPERATION SINCE SUPERFUND IS COVERING THE ENTIRE COST OF THE REMOVAL ACTION. PLEASE KEEP MY STAFF INFORMED OF DEVELOPMENTS IN THIS AREA.

AS USUAL, PLEASE ALSO KEEP US INFORMED OF PROGRESS THROUGH POLREPS.
THANK YOU.

ENDIT

EPA SPILLS WSH
CC: GREG VANDERLAAN, REGION 5, CHICAGO

WPCCLE WLKE

WPCCLE WLKE

WU INFOMASTER 1-002292A286002 10/13/81

ICS IPMCLOB CLV

02036 (1-000110C283002 0040 02) NL CLEVELAND OH 10-10

TWX 8104279255 WPCCLE WLKE

USEPA EASTERNDISTRICT

25089 CENTERRIDGE RD

WESTLAKD OH 44145

SUBJ: POTENTIAL HAZARDOUS MATERIAL AND OIL DISCHARGE

PLAIN DEALER WAREHOUSE CLEVELAND OH, OLD CUYAHOGA

RIVER, CASE NR 2D022/80

FPN: 210036

A. TELECON CDR KEEHN (USCG)/MR. BARTELT (REG V USEPA)

ON 10/8/81

1. EMERGENCY REMOVAL ACTIVITIES PHASE COMPLETED AT
PRESENT.

FUTURE THREAT EXISTS DUE TO CONTINUED PRESENCE OF
HAZARDOUS MATERIAL ON PROPERTY.

2. PLANNED REMOVAL PHASE UNDER CERCLA DEEMED
APPROPRIATE. REQUEST USEPA ASSUME OSC.

3. CONTACT LCDR ADIE (FTS NO. 8-293-4404)
FOR SPECIFIC SITE INFORMATION.

COMMANDER U S COAST GUARD 9TH DISTRICT, CLEVELAND OH

TLX 980145

0729 EST

WPCCLE WLKE

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

AUG 19 1982

Chemical Mineral Reclamation (CMR), Cleveland, Ohio

Joseph Fredle, OSC
THRU: A.R. Winklhofer, Director, EDO

Eileen Bloom, 5C

Below are the itemized costs of the Superfund clean up at CMR.

Sampling and compatibility testing:

labor.	\$ 45,079.00	
equipment.	6,829.21	
material	10,340.30	
security	2,448.56	
		Sub total \$ 64,697.07

Removal efforts:

labor.	\$110,413.25	
equipment.	104,023.05	
material	19,833.10	
analysis	22,882.83	
disposal	116,004.29	
security	6,031.66	
		Sub total \$379,188.18
		Total \$443,885.88

As you know, during the clean up activities at this site, a number of potential generators were identified. They include Fasson, Crown Cork and Seal Co., and Timken. Evidence relating to these companies is as follows.

Fasson: Division, Avery International, 250 Chester Street, Painesville, Oh 44077. 100 drums were found on the site with markings that indicated Fasson as the generator. Information on these drums, as well as the cost for their disposal, are described in the attached June 7 and June 8 memos (attachment 1 & 2) from Dave Hartman of Samsel Services. As you know, I previously talked to Ed Murray of Fasson (216-352-4444) and he indicated a willingness to cooperate in the removal of these drums by a cost sharing arrangement.

My initial meeting with Mr. Murray was set up by Dave Wertz of the Ohio EPA at the CMR site on February 19, 1982. Mr. Murray was expecting to find approximately 30 drums which they had sent to Northway. But an inspection of the drums turned up more than 30 drums with Fasson identification. Also, they predated the Northway shipment. Mr. Murray indicated that they have been sending all of their wastes (except for the one shipment to Northway) to Robert Ross and Sons in Grafton, Ohio for years. Thus, he did not feel that the material in the drums was their's. But to keep their possible involvement low keyed, he felt that the company would cooperate in the clean up in some way. During this inspection, Dave Wertz compiled a list of 34 drums (attachment 3) that were identifiable as Fasson drums.

CONCURRENCES

SYMBOL	SURNAME	DATE						

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

On April 1, after the clean up had begun, I had another meeting with Mr. Murray, the Ohio EPA, and the clean up contractor - Samsel Services. At this meeting, Mr. Murray again indicated a willingness to cooperate, but there was confusion as to how this could be done. I suggested we keep track of how many of Fasson's drums were handled and that they pay a portion of the disposal costs based on how many of their drums we find on the site. I also asked for a payment of 5% of the disposal costs to cover handling. Mr. Murray seemed agreeable to such an arrangement, but I had to obtain approval from the EPA Contracting Officer. We did keep track of the Fasson drums found (attachment 1), but I was not able to obtain the approval from the Contracting Officer to go along with the proposal; thus, it fell through. Fasson did send us more information regarding code numbers on drums that would be their's (attachment 4). Also, Photo #1 shows a Fasson (Avery) drum with the painted "S" on it which is how we tied all the "S" drums to Fasson.

Crown Cork and Seal Co.: 2160 W. 106th Street, Cleveland, Ohio 44102. Seven drums were found on the site with a consignee address of Crown Cork and Seal Co. Three of them were blue drums found before the clean up began. There were nine similar blue drums on the site at that time without any markings. Near the end of the clean up, four orange colored drums were found with a Crown Cork label. (See Photo # 2 & 3). But there were no other similar drums left on the site at that time. Thus there were at least 16 drums total that could be attributed to Crown Cork. No contact was ever made with this company.

Timken Co.: Canton, Ohio

Also near the end of the clean up, a Dupont Freon drum was found with a ticket (see attachment 5) in a plastic envelope attached to the drum (see Photo #4). The ticket indicating a 17-drum shipment was from Bison Corporation and the drum was from Timken Co. At that time, there were only seven other similar Dupont Freon drums left on the site. No attempt was made to contact this company.

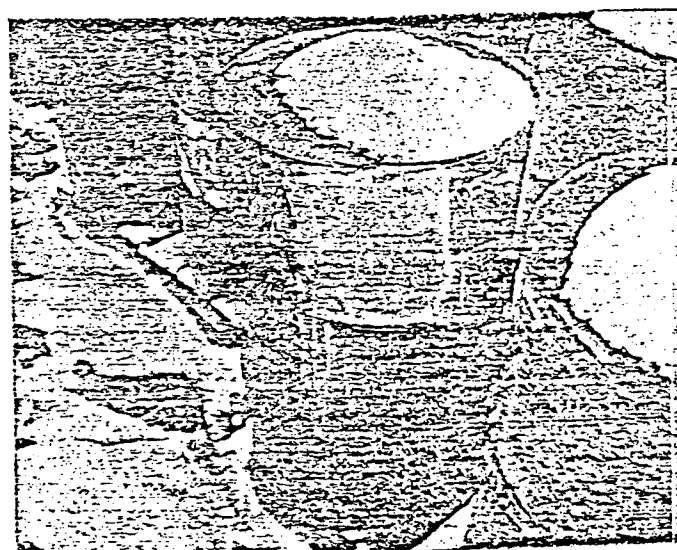
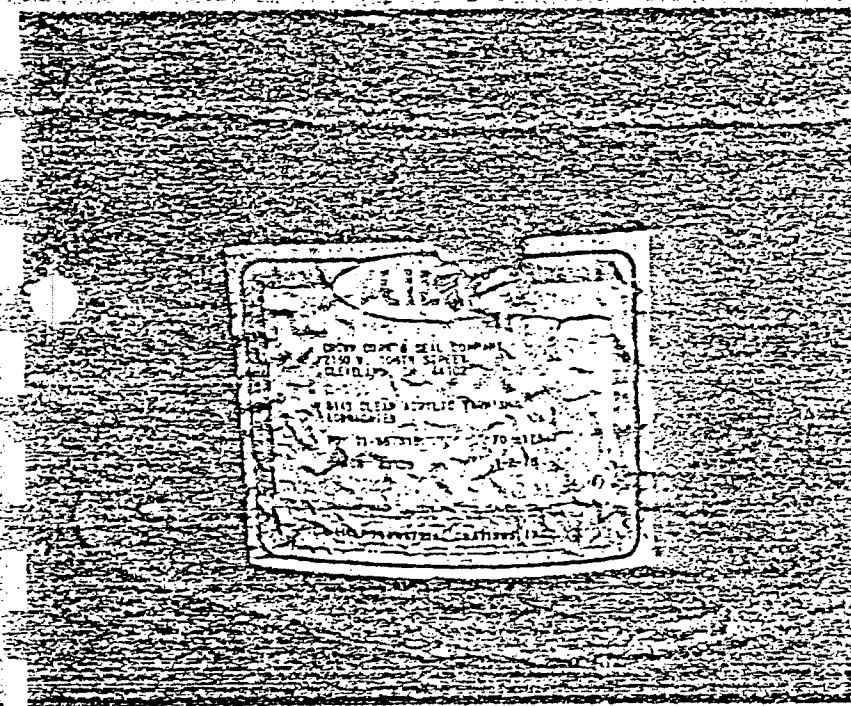
Also during their inspection of the site, the Ohio EPA found three or four drums with an Ohio Medical label, three or four with Betz Labs labels, one or two with Diamond Shamrock labels, one with Premix label, and one Alside label (see Photo #5).

Attachments

cc: Brad Wright, Headquarters, WH527
Office of Waste Program Enforcement

CONCURRENCES

SYMBOL								
SURNAME								
DATE								



(4)

PHOTO OF DRUM WITH BISON TICKET
1 DRUM (2)

LOCATION CMR SITE
CLEVELAND OHIO

RECEIVING WATER _____

DATE 5/13/82 TIME _____ : _____ EST

PHOTOGRAPHED BY J. FREDLE

WITNESSED _____

CAMERA _____ NO. _____

F-STOP _____ SPEED _____ DIST. _____

TYPE FILM _____ PROCESS _____

REMARKS: _____

PHOTO #4

PHOTO OF AVERY (FASCON) DRUM
(WITH PAINTED 'S' ON IT)
LOCATION CMR SITE
CLEVELAND OHIO

RECEIVING WATER _____

DATE 4/12/82 TIME _____ : _____ EST

PHOTOGRAPHED BY J. FREDLE

WITNESSED _____

CAMERA _____ NO. _____

F-STOP _____ SPEED _____ DIST. _____

TYPE FILM _____ PROCESS _____

REMARKS: _____

PHOTO #1

PHOTO OF LABE ON DRUM
IN PHOTO #3

LOCATION CMR SITE
CLEVELAND OHIO

RECEIVING WATER _____

DATE 5/13/82 TIME _____ : _____ EST

PHOTOGRAPHED BY J. FREDLE

WITNESSED _____

CAMERA _____ NO. _____

F-STOP _____ SPEED _____ DIST. _____

TYPE FILM _____ PROCESS _____

REMARKS: _____

PHOTO #2

PHOTO OF ALSIDE DRUM

LOCATION CMR SITE
CLEVELAND OHIO

RECEIVING WATER _____

DATE 1/1 TIME _____ : _____ EST

PHOTOGRAPHED BY J. FREDLE

WITNESSED _____

CAMERA _____ NO. _____

F-STOP _____ SPEED _____ DIST. _____

TYPE FILM _____ PROCESS _____

REMARKS: _____

PHOTO #5

PHOTO OF CROWN CORK & SEAL
DRUM (SEE LABE IN PHOTO #2)

LOCATION CMR SITE
CLEVELAND OHIO

RECEIVING WATER _____

DATE 5/13/82 TIME _____ : _____ EST

PHOTOGRAPHED BY J. FREDLE

WITNESSED _____

CAMERA _____ NO. _____

F-STOP _____ SPEED _____ DIST. _____

TYPE FILM _____ PROCESS _____

REMARKS: _____

SAMSEL SERVICES COMPANY

1285 Old River Road

Cleveland, Ohio 44113

ATTACHMENT

TO: Mr. Joseph Fredle
FROM: David R. Hartman

DATE: June 7, 1982
SUBJ: Fasson Drums at
Chemical Mineral Site

During the clean-up operation, the following Fasson drums were identified. Each drum had one or more of the following labels:

- A. Fasson
- B. Bald Eagle - Mill Hall
- C. Ashland
- D. Avery
- E. Product Code Numbers in the series 900-xx
- F. Drums with a spray painted S, either white, black or red lettering.

If you have specific questions regarding the list, please contact me.

Sincerely,

SAMSEL SERVICES COMPANY

Dave Hartman -
Staff Hydrologist

DRH/nlc
Attachment

LIQUID (GAL.)
TANKER CATEGORY

NUMBER	DRUM NUMBER	WHITE	YELLOW	GREEN	RED	SOLID (GAL.)
1.	002				10	5
2.	006	-				25
3.	044				-	15
4.	052		-			45
5.	053				-	50
6.	058				-	50
7.	060	55				-
8.	061	35				20
9.	154		45			10
10.	202	15				40
11.	223	15				40
12.	224	-				50
13.	248	5				50
14.	261	50				5
15.	262	7				30
16.	263				30	10
17.	264				30	25
18.	277	2				53
19.	278			10		45
20.	286	-				55
21.	295			20		35
22.	330			10		40
23.	393	7				30
24.	406			5		40
25.	410	15				25
26.	431	10				35
27.	432	-				30
28.	443	15				40
29.	462			-		25
30.	491			-		30
31.	494			-		50
32.	617	-				15
33.	618				45	10
34.	619				40	15
35.	622		55			-
36.	642	55				-
37.	644	10				30
38.	690	10				30

LIQUID (GAL.)
TANKER CATEGORY

NUMBER	DRUM NUMBER	WHITE	YELLOW	GREEN	RED	SOLID (GAL.)
39.	723	10				30
40.	739			-		55
41.	740		5			45
42.	741				-	45
43.	744	10				45
44.	750	5				20
45.	765			3		52
46.	767	5				50
47.	769A	25				30
48.	770	25				25
49.	797	-				45
50.	805			-		55
51.	815			10		45
52.	820			5		45
53.	845	2				20
54.	860		25			25
55.	872		5			50
56.	928	-				55
57.	953	-				16 Small
58.	969		45			-
59.	1067	-				25
60.	1088				20	30
61.	1177			-		55
62.	1178			-		50
63.	1181			-		55
64.	1183				35	20
65.	1197			-		50
66.	1203				-	50
67.	1204	-				50
68.	1208	-				50
69.	1211	-				35
70.	1214	-				53
71.	1217			-		50
72.	1230				55	-
73.	1236				10	35
74.	1251	-				55
75.	1253				-	50
76.	1254			-		50

58a -

974

NUMBER	DRUM NUMBER	LIQUID (GAL.) TANKER CATEGORY				SOLID (GAL.)
		WHITE	YELLOW	GREEN	RED	
77.	1256			-		55
78.	1264			-		40
79.	1265-A			-		55
80.	1279	-				35
81.	1281				-	55
82.	1284			-		55
83.	1287			-		55
84.	1290				-	45
85.	1302		50			-
86.	1467		15			40
87.	1500		25			30
88.	1514			28		-
89.	1569	20				35
90.	1574				55	-
91.	1583	40				10
92.	1589			50		-
93.	1603			-		55
94.	1719			-		55
95.	1771	-				45
96.	1773	-				50
97.	1780	-				45
98.	1829		5			20
99.	1835		5			40
Total		448 gals.	280 gals.	141 gals.	330 gals.	90 Drums

SANSEL SERVICES COMPANY

1285 Old River Road

Cleveland, Ohio 44113

ATTACHMENT 2

TO: Mr. Joseph Fredle

DATE: June 8, 1982

FROM: David R. Hartman

SUBJ: Fasson Disposal Costs
at Chemical Mineral Site

Disposal costs for incinerated Fasson material was arrived at by the following procedure:

$(8.34 \text{ lb./gal H}_2\text{O}) (.93 \text{ average specific gravity}) = 7.76 \text{ lb/gal.}$

WHITE CATEGORY

$(448 \text{ gal}) (7.76 \text{ lb/gal}) = 3,476 \text{ lbs.}$

$\left(\frac{3,476 \text{ lbs}}{36,380 \text{ total lbs}} \right) (\$7,756.99 \text{ white disposal cost}) = \741.16

YELLOW CATEGORY

$(280 \text{ gal}) (7.76 \text{ lb/gal}) = 2,173 \text{ lbs.}$

$\left(\frac{2,173 \text{ lbs}}{48,200 \text{ total lbs}} \right) (\$6,376.51 \text{ yellow disposal cost}) = \287.47

GREEN CATEGORY

$(141 \text{ gal}) (7.76 \text{ lb/gal}) = 1,094 \text{ lbs.}$

$\left(\frac{1,094 \text{ lbs}}{41,750 \text{ total lbs}} \right) (\$8,485.24 \text{ green disposal cost}) = \222.34

RED CATEGORY

$(330 \text{ gal}) (7.76 \text{ lb/gal}) = 2,561 \text{ lbs}$

$\left(\frac{2,561 \text{ lbs}}{30,600 \text{ total lbs}} \right) (\$4,732.97 \text{ red disposal cost}) = \396.12

Disposal costs for landfilling Fasson drums in a permitted site was arrived at by:

Memo to Mr. Joseph Fredle
Fasson Disposal Costs

Invoice	Drums	Cost
4/30/82	268	\$12,286.30
5/13/82	540	24,666.50
5/24/82	324	15,195.03
5/30/82	85	<u>4,120.88</u>
Total		\$56,268.71

Average Drum Cost = $\frac{\$56,368.71 \text{ total cost}}{1217 \text{ total drums}}$ = \$46.24

(\$46.24)(90 Fasson drums) = \$4,161.60

Total \$5,808.69

	Hydrocarbon	Cl ₂	Flamm			Hydrocarbon	Cl ₂	Flamm		
002	220	No	Y	S/L	Y/WT	820	280	Yes	No	S BR
052	240	Yes	Yes	L	O	845	200	No	No	S/T
053	300	No	Yes	I	BL	953	80	No	No	S/BI
058	460	No	Yes	L	BL	969	240	Yes	Yes	L/Y
060	300	No	No	L	O	1204	420	No	No	S/O
061	580	No	No	L	O/WhT	1211	160	No	No	S/R
261	380	No	No	L	BL					
262	520	No	No	L	O					
263	440	No	Yes	L	O					
264	460	No	Yes	L	BL					
393	340	No	No	S/L	G					
416	280	Yes	No	S/L	BL					
410	100	No	No	L	BR					
431	280	No	No	L	BR					
432	300	No	No	S	BR					
443	360	No	No	S	WhT					
618	260	No	Yes	L	R					
619	340	No	Yes	L	BR					
622	280	Yes	Yes	L	GR					
723	200	No	No	S	BR					
739	300	Yes	No	S	BR					
740	300	Yes	Yes	4s	GE/BR					
741	300	No	Yes	I	BR					
750	240	No	No	S	BR					
165	300	Yes	No	S	BR					
797	10	No	No	S	C					
805	200	Yes	No	S	BR					
815	240	Yes	No	S	BR					



Avery International

Materials Group

250 Chester Street
Painesville, Ohio 44077
Phone 216/352-4444

April 5, 1982

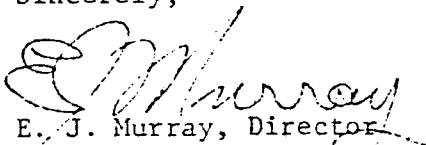
Samsel Services Company
1285 Old River Road
Cleveland, Ohio 44113

Attention: Robert A. Lehman

Dear Sir:

Attached is the list of code numbers as discussed at our April 1 meeting.

Sincerely,


E. J. Murray, Director
Manufacturing Services

EJM/cw
attachment

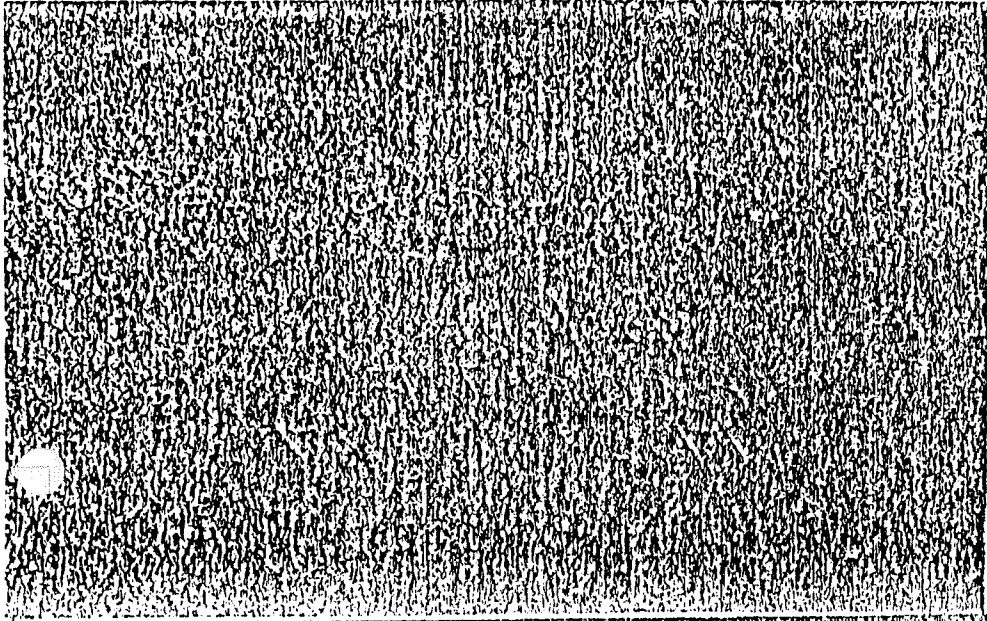
Copy: ✓ Joseph J. Fredle - U.S. EPA
David Wertz - Ohio EPA

CODE NUMBERS

950-55	953-52	958-58	966-53	967-36
951-06	953-65	958-63	966-81	967-37
951-52	953-87	958-73	966-83	967-41
952-11	954-21	950-80	966-84	967-44
952-12	954-48	958-82	966-92	967-50
952-25	954-86	958-84	966-99	970-80
952-41	954-96	958-95	967-04	970-98
952-96	958-01	966-02	967-10	971-08
953-06	958-02	966-11	967-12	971-09
953-40	958-14	966-13	967-14	971-10
953-41	958-52	966-52	967-30	971-16

EJM/cw

4-5-82



BISON CORPORATION

CHLORINATED SLUDGE I.D. TAG

No. 0457

CUSTOMER

Timber Co. sec #6026
Carton Q.

DATE REC'D

8/30/73

DATE CHECKED

TYPE

Furon T.F.

DRUM

17

OF

17

DRUMS

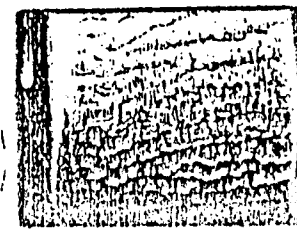
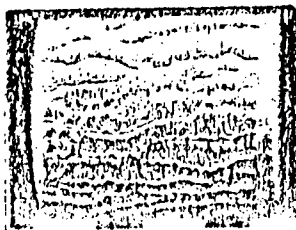
GALS. (TOTAL)

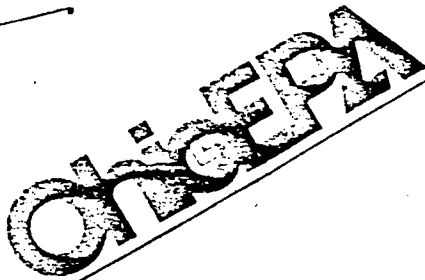
SP. GR.

GALS. (RECOVERABLE)

5

ATTACHMENT





Re: Chemical Mineral Reclamation

U.S. EPA - Eastern District Office
25089 Center Ridge Road
Westlake, Ohio 44145

August 30, 1982

Attn: Joe Fredle

Dear Joe:

Here is the information Chris Frazier and I found on various drums at the site on November 25, 1981, and by Chris on December 1, 1981. All markings are shipping labels unless otherwise noted.

<u>No. of 55 gal. Drums</u>	<u>Markings</u>
3	Crown Cork and Seal W. 106 Street Cleveland, Ohio
3-4	Ohio Medical Products
3-4	Beltz Laboratories
2	Diamond Shamrock Electrochemicals Division Cleveland
15 (20 gallon cans)	General Motors Corporation
1	Premix Harmon & Route 20 North Kingsville, Ohio
1	Alsides Gold Enamel
1	Parr, Inc.
1	E.I. Dupont Ledge Moor, Delaware (producer label)
1	Union Carbide Fostoria (producer label)

August 30, 1982

No. of 55 gal. Drums

1

1

Markings

Clark Chemical Company
Blue Island, Illinois

Detrex (producer label)

I located the following addresses and phone numbers from the Cleveland telephone directory.

Crown Cork & Seal
216 W. 106th
651-4800

Premix
Box 281
North Kingsville, Ohio
224-2181

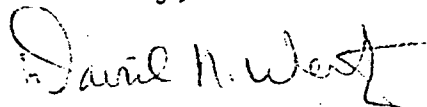
Ohio Medical Products
1117 Marquette
Cleveland
431-4000

Parr, Inc.
18400 Syracuse Avenue
Cleveland
692-1000

Beltz Laboratories
29210 Josephine Drive
Cleveland
235-3823

I hope this is the information you needed. If not, contact Chris or I.

Yours truly,



David N. Wertz
Environmental Scientist
Division of Hazardous Materials Management

DNW: km

APPENDIX C

POLREPS

EPA SPILLS WSH

WPCCLE WLKE

NOVEMBER 19, 1981, USEPA, EDO, WESTLAKE, OH

TWX 710-822-9269 EPA SPILLS WSH

TWX 910-221-5191 WPCCHI

TLX 980145 USCG CLV

TO: H. VAN CLEAVE, USEPA, HEADQUARTERS
GREG VANDERLAAN, USEPA, REGION V
*U.S. COAST GUARD 9TH DISTRICT

FROM: JOSEPH FREDLE, OSC

POLREP 1

1. OSC - JOE FREDLE, REGION V, EDO
25089 CENTER RIDGE ROAD
WESTLAKE, OHIO 44145
PHONE FTS 293-7260
COM 216/835-5200

2A. NAME: CHEMICAL MINERALS RECLAMATION (CMR)
LOCATION: CLEVELAND, OHIO APPROXIMATELY ONE MILE WEST OF DOWNTOWN
ON THE OLD CUYAHOGA RIVER CHANNEL
CASE NO.: V-82-303-JF

2B. STATE OFFICIAL REQUESTING ASSISTANCE

WAYNE NICHOLS, DIRECTOR
OHIO EPA
361 E. BROAD STREET
COLUMBUS, OH 43216

614/466-7785

LOCAL OFFICIAL REQUESTING ASSISTANCE

GARY NIED
COMMISSIONER OF AIR POLLUTION
CITY OF CLEVELAND
2735 BROADWAY AVENUE
CLEVELAND, OHIO 44115

216/664-3500

Joe F.

3. NATURE OF INCIDENT

A. BACKGROUND

THE CMR SITE HAS BEEN IN OPERATION ON CRESSENT AVENUE IN CLEVELAND SINCE LATE 1979. BEFORE THAT THE COMPANY WAS IN OPERATION AT A SITE ON STONE LEVEE IN THE CLEVELAND "FLATS" FOR ATLEAST 7 YEARS. BEFORE ~~THE~~ MOVE THE COMPANY WAS UNDER ORDER FROM THE U.S. DIST. COURT TO CLEAN UP THE STONES LEVEE SITE. THE COMPANY THUS MOVED ALL ITS OPERATIONS TO THE CRESSENT AVE. SITE. ON JULY 2, 1980 A FIRE OCCURRED AT THE CRESSENT AVE. SITE, AFTER THE FIRE THE SITE WAS CLOSED AND HAS BEEN CLOSED SINCE. THE FIRE OCCURRED IN THE PORTION OF THE BUILDING WHERE THE MIXING VATS WERE LOCATED. AFTER THE FIRE WAS EXTINGUISHED THESE VATS WERE ALL FULL OF A WATER/SOLVENT MIXTURE. THERE WAS ALSO SIGNIFICANT STRUCTURAL DAMAGE TO THE BUILDING. THE ADJACENT PORTION OF THE BUILDING WAS FULL OF DRUMS, IF THE BUILDING WOULD HAVE COLLAPSED MANY OF THESE DRUMS WOULD HAVE RUPTURED IN THE ENSUING RUBBLE. THE OLD CUYAHOGA RIVER CHANNEL IS NO MORE THAN 40 YARDS FROM THE BUILDING. THERE THE CITY OF CLEVELAND HAD THE DRUMS MOVED OUT OF THE BUILDING INTO THE YARD AT THE SITE. SINCE THAT TIME THE U.S. COAST GUARD HAD THE LIQUID IN THE VATS AND SOME OF THE RECYCLE-ABLE MATERIAL IN THE YARD AREA REMOVED USING 311(K) FUNDS. AS OF OCTOBER 13, 1981 THE USCG COULD NO LONGER USE 311 (K) FUNDS AT THIS SITE AND TURNED IT OVER TO EPA FOR SUPERFUND ACTION.

B. POPULATION AT RISK/ENDANGERMENT TO LIFE AND PROPERTY

MOST OF THE MATERIAL ON THE ABANDONED SITE IS FLAMABLE WHICH CREATES AN EXTREMELY HIGH FIRE HAZARD. ALSO THE DRUMS ARE IN A CONTINUING STATE OF DETERIORATION THAT WILL CAUSE MORE OF THEM TO LEAK FINDING ITS WAY TO THE RIVER VIA GROUNDWATER OR OVER THE SURFACE. SUCH LEAKAGE ALSO INCREASES THE FIRE HAZARD AT THE SITE. ALSO THERE IS A POSSIBILITY FOR PUBLIC EXPOSURE, THERE IS A BOAT DOCKING FACILITY ON THE OTHER SIDE OF THE RIVER ABOUT 50 YARDS AWAY. THERE IS ALSO A MAJOR EXPRESSWAY TO THE DOWNTOWN AREA (THE WEST SHOREWAY) PASSING WITHIN 20 YARDS SOUTH OF THE SITE WHICH IS ALSO ELEVATED ABOVE THE SITE. 10 YARDS TO THE EAST OF THE SITE IS AN EXISTING COMPANY THAT EMPLOYEES 20 TO 30 PEOPLE. ON THE OTHER SIDE OF THE EXPRESSWAY IS A RESIDENTIAL AND INDUSTRIAL AREA THAT IS DENSELY POPULATED. THE PAST FIRE AT THIS SITE CALLED FOR EVACUATION OF THREATENED PEOPLE AND CLOSING DOWN THE EXPRESSWAY FOR THREE HOUR.

4. WHY OSC IS ACTING NOW?

PRESENTLY THIS SITE HAS APPROX. 1500 DRUMS ON IT, HALF ARE IN THE OPEN YARD AREA AND HALF ARE IN A ENCLOSED GARAGE AREA. THE DRUMS IN THE OPEN YARD AREA CONTAIN ACETONE, MEK, DICHLOROETHYLENE, METHYL ALCOHOL, TOLUENE, XYLENE, AND TRICHLOROETHYLENE AMONG OTHER THINGS. NO SAMPLING OR ANALYSES HAVE BEEN PERFORMED ON THE DRUMS IN THE GARAGE AREA BUT WE EXPECT TO FIND SOME OF THE HARDER TO DISPOSE OF MATERIALS IN THIS AREA. DURING A 11/16/81 INSPECTION OF THIS SITE, 25 TO 30 OF THE DRUMS IN THE YARD AREA WERE FOUND SPILLED WITH THEIR CONTENTS ON THE GROUND. MOST OF THE MATERIAL SPILLED WAS EITHER POOLED ON THE GROUND OR HAD ALREADY SOAKED IN, SOME OF THIS MATERIAL MAY BE WASHED INTO THE RIVER BY RAIN RUNOFF. AT THIS TIME THE STATE AND LOCAL AUTHORITIES DO NOT HAVE ADEQUATE RESOURCES AVAILABLE TO ADDRESS THIS SITUATION.

5. WHO CERTIFIES THAT THIS INCIDENT PRESENTS AN IMMEDIATE THREAT TO THE PUBLIC HEALTH AND WELFARE?

WAYNE NICHOLS THE DIRECTOR OF THE OHIO EPA HAD INDICATED THAT THIS SITE WAS ONE OF THE TOP 3 PRIORITY SITES UNDER CERCLA IN OHIO.

6. HOW MUCH MONEY WILL BE NEEDED TO SUPPORT REMOVAL ACTIVITIES?

IT IS ESTIMATED THAT \$170,000 WILL BE NEEDED.

7. WHAT WILL FUNDS BE USED FOR?

PHASE 1 - REMOVE DRUMMED AND SPILLED MATERIALS IN OPEN YARD AREA:
ESTIMATED \$70,000.

PHASE 2 - STAGE, SAMPLE, ANALYZE AND DISPOSE OF DRUMMED MATERIAL
IN GARAGED AREA: ESTIMATED \$100,000.

DUE TO THE IMMEDIATE THREAT THE OSC RECOMMENDS THAT PHASE 1 AND
POSSIBLY ALSO PHASE 2 BE HANDLED AS IMMEDIATE REMOVAL ACTIONS.

8. CURRENT PROJECT CEILING: NONE

9. THE OSC RECOMMENDS THAT THE OPERATOR (RODNEY CRONIN) AND PROPERTY
OWNER (PLAIN DEALER) BE ISSUED A VERBAL DEMAND FOR THE ACTIONS NEEDED.
EILEEN BLOOM OF REGION V ENFORCEMENT DIVISION COULD HANDLE THE LEGAL
REQUIREMENTS.

MR. CRONIN HAS HAD AN OPEN INVITATION TO CLEAN UP THIS SITE SINCE
THE JULY 1980 FIRE BUT HAS CONTINUOUSLY FAILED TO SUBMIT ANY WRITTEN
PLANS FOR ACCOMPLISHING THE CLEAN UP.

THE PLAIN DEALER PUBLISHING COMPANY HAS THE NEEDED RESOURCES TO PER-
FORM A PROPER CLEANUP BUT THUS FAR HAS NOT TAKEN ANY ACTION ALONG THOSE
LINES. DUE TO THE UNACCEPTABLE THREAT TO PUBLIC HEALTH AND WELFARE THE
OSC RECOMMENDS THAT WE GIVE THE P.D. NO MORE THAN A WEEK TO COME UP
WITH A CLEANUP PLAN FOR PHASE 1 AND 3 WEEKS FOR PHASE 2.

10. RESPONSE CONSIDERED

ON SITE STABILIZATION WAS CONSIDERED TO BE UNACCEPTABLE AT THIS SITE
DUE TO POPULATION DENSITY IN THE AREA. PHASE 1 COULD BEGIN WITHIN ONE
WEEK OF AUTHORIZATION TO PROCEED. WITH PHASE 2 FOLLOWING RIGHT
AFTER. DEPENDING ON WEATHER THE CLEANUP SHOULD TAKE 6 TO 10 WEEKS.

JOSEPH FREDLE, OSC, REGION V, U.S. EPA

WPCCLE WLKE
810-427-9255

CC: KEN SCHULTZ, OEPA
R. HANNAS, OEPA
D. WERTZ, OEPA
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
EILEEN BLOOM, REGION V, EPA
D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

WPCCLE WLKE

NOVEMBER 30, 1981, USEPA, EDO, WESTLAKE, OHIO

TWX 710-822-9269 EPA SPILLS WSH

TWX 910-221-5191 WPCCHI

TO: H. VAN CLEAVE, USEPA, HEADQUARTERS
GREG VANDERLAAN, USEPA, REGION V

FROM: JOSEPH FREDLE, OSC

POLREP 2

SUBJECT: CMR SITE - CLEVELAND, OHIO

CASE NO.: V-82-303-JF

1. NOVEMBER 20, 1981 - VERBAL CLEANUP DEMANDS MADE UPON THE PLAIN DEALER (PROPERTY OWNER) AND MR. RODNEY CRONIN (OPERATOR). THE PLAIN DEALER SAID IT WOULD NOT TAKE RESPONSIBILITY FOR THE CLEANUP. MR. CRONIN SAID HE WOULD SEE WHAT HE COULD DO. MR. CRONIN WAS GIVEN UNTIL NOON ON TUESDAY NOVEMBER 24, 1981 TO SUBMIT A WRITTEN CLEANUP PLAN TO THE OSC. NO FURTHER CONTACT WAS RECEIVED FROM MR. CRONIN.

2. NOVEMBER 25, 1981 - SAMSSEL SERVICES HIRED FOR PHASE 1A OF CLEANUP. SECURE SITE, CLEANUP SPILLED MATERIAL, SAMPLE DRUMS OUTSIDE AND PERFORM COMPATABILITY TESTING.

3. NOVEMBER 25, 1981 - CLEANUP STARTED.

JOSEPH FREDLE, OSC, REGION V, U.S. EPA, EDO

WPCCLE WLKE

810-427-9255

CC: KEN SCHULTZ, OEPA

R. HANNAHS, OEPA

D. WERTZ, OEPA

C. ADIE, COTP CLEVELAND

G. NIED, CLEVELAND AIR POLLUTION

EILEEN BLOOM, REGION V, USEPA

D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

JANUARY 19, 1982, USEPA, WESTLAKE, OHIO

TO: ~~H. VAN CLEAVE~~, USEPA, HEADQUARTERS, *Env. Science Div.*
~~GREG VANDERLAAN~~, USEPA, SUPERFUND, REGION V

FROM: JOSEPH FREDLE, OSC *Gloss 26*

POLREP 3

SUBJECT: CMR SITE - CLEVELAND, OHIO

CASE NO.: V-82-303-JF

ACTION

1. DECEMBER 23, 1981 SAMPLING OF 1600 DRUMS ON SITE HAS BEEN COMPLETED. THESE WERE BOTH THE PHASE 1 AND 2 DRUMS.
2. COMPATABILITY TESTING ON THESE SAMPLES IS CONTINUING. SHOULD BE COMPLETED BY JANUARY 22, 1982.

PLANS

1. DISPOSAL SITES FOR THE WASTE MATERIAL NEED TO BE FOUND. THIS WILL BE DONE WHEN COMPATABILITY TESTING IS COMPLETE. FROM PAST EXPERIENCE IT WILL TAKE AT LEAST A MONTH TO LINE UP DISPOSAL SITES.

JOSEPH FREDLE, OSC, REGION V, USEPA, EDO, A2HMD

WPCCLE WLKE
810-427-9255

CC: KEN SCHULTZ, OEPA
R. HANNAHS, OEPA *Columbus*
D. WERTZ, OEPA *NEED*
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
EILEEN BLOOM, REGION V, USEPA
D. ZAPKA, U.S. ATTORNEY, CLEVELAND

WPCCHI

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WPCCLE WLKE

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USCG CLV

WPCCLE WLKE
FEBRUARY 1, 1982, WESTLAKE, OHIO

FROM: OSC, USEPA, REGION V, A&HMD, WESTLAKE, OHIO

TO: USCG NINTH DISTRICT (TLX 980145 USCG CLV)
USEPA HQ, EMERGENCY RESPONSE (TWX 710-822-9269 EPA SPILLS WSH)
OHIO EPA, EMERGENCY RESPONSE
USEPA REGION V, SUPERFUND (TWX 910-221-5191 WPCCHI)

POLREP 4
CASE NUMBER: V-82-303-JF PROJECT NUMBER: SUPERFUND
SUBJECT: CHEMICAL MINERAL RECLAMATION

CURRENT STATUS

A TOTAL OF 1604 DRUMS HAVE BEEN SAMPLED BY SAMSEL ROPE AND MARINE -
POLLUTION RECOVERY SYSTEMS.
ABOUT 20 PERCENT OF THE DRUMS SHOWED POSITIVE RESULTS FOR CHLORINE.
ABOUT ONE THIRD OF THE SAMPLES ARE FLAMMABLE.
SAMSEL IS TESTING 210 OF THE SAMPLES FOR CYANIDE/WATER MISCIBILITY/PH
THESE TESTS WILL BE COMPLETED BY FEBRUARY 3, 1982.
AFTER THE CYANIDE DATA IS ACQUIRED, FINAL DISPOSAL METHODS WILL BE
DETERMINED.

STATUS: CASE OPEN

FREDLE/PAPCKE, OSC, A&HMD, REGION V, WESTLAKE, OHIO, EDO

CC: B. HARTIAN, SXMS
R. GRIMES, SEWHME
W. SANDERS/T. YEATES, SS
C. SMITH, 5RA

WPCCLE WLKE
810-427-9255

CIUUCVICLV

USCG CLV

EPA SPILLS WSH

WPCCLE WLKE

MARCH 5, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE

(TWX 710-822-9269 EPA SPILLS WSH)

U.S. EPA, SUPERFUND, REGION V & ESD (TWX 910-221-5191 WPCCHI)

U.S. EPA, REGION V, EDO, GROSSE ILE, MI (TWX 810-231-7184 EPA GRI)

FROM: JOSEPH FREDLE, OSC

POLREP 5

SUBJECT: CMR SITE - CLEVELAND, OHIO

CASE NO.: V-82-303-JF

1. COMPATIBILITY TESTING HAS BEEN COMPLETED. THE RESULTS SHOW THAT WE HAVE THE FOLLOWING CATEGORIES OF MATERIAL ON SITE:

NON-FLAMABLE, NON-HALOGENATED	9,204 GALLON
NON-FLAMABLE, HALOGENATED	11,557 GALLON
FLAMABLE, NON-HALOGENATED	6,114 GALLON
FLAMABLE, HALOGENATED	9,589 GALLON

TOTAL 36,464 GALLONS

2. COMPOSITE SAMPLES OF THE DIFFERENT WASTE CATEGORIES ARE BEING MADE. THESE SAMPLES WILL BE SENT TO DISPOSAL SITES FOR EVALUATIONS OF DISPOSAL METHOD AND COST.

3. DISPOSAL SITES BEING CONSIDERED AT THIS TIME:

CHEM CLEAR - CLEVELAND
ROSS & SONS - GRAFTON
MSD INCINERATOR - CINCINNATI
RESEARCH OIL - CLEVELAND
ALCHEMTRON - CLEVELAND

JOSEPH FREDLE, OSC, REGION V, USEPA, ESD, EDO

WPCCLE WLKE

810-427-9255

CC: KEN SCHULTZ, OEPA

R. HANNAHS, OEPA, COLUMBUS

D. WERTZ, OEPA, NEDO

C. ADIE, COTP CLEVELAND

G. NIED, CLEVELAND AIR POLLUTION

EILEEN BLOOM, REGION V, USEPA

D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

NP
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e
EPA SPILLS WSH

WPCCLE WLKE
MARCH 30, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE (TWX 710-822-9269 EPA SPILLS WSH)
U.S. EPA, SUPERFUND, REGION V (TWX 910-221-5191 WPCCHI)
U.S. EPA, REGION V, EDO, GROSSE ILE, MI (TWX 810-231-7184 EPA GRI)

FROM: JOSEPH FREDLE, OSC

POLREP 6
SUBJECT: CMR SITE - CLEVELAND, OHIO
CASE NO.: V-82-303-JF

A. ACTION

1. MARCH 30, 1982 ONE LOAD OF CONTAMINATED MATERIAL IS BEING SENT FOR LANDFILL DISPOSAL.
2. BULKING OF LIQUIDS AND SOLIDS HAS STARTED.
3. 80 EMPTY DRUMS HAVE BEEN REMOVED FROM THE SITE.
4. PROBABLE DISPOSAL SITES ARE ROBERT ROSS FOR ORGANIC LIQUIDS AND THE FONDESSY LANDFILL, PENDING ANALYTICAL RESULTS.
5. PCB'S HAVE BEEN FOUND IN THE CATEGORIES OF FLAMABLE-NON HALOGENATED (25-50 PPM) AND NON FLAMABLE-HALOGENATED (10-15 PPM). FURTHER SAMPLING WILL BE NEEDED TO LOCATE ANY "HOT" DRUMS OF PCB CONTAMINATED MATERIAL.

B. PLANS

1. BULK AND DISPOSAL OF THE FLAMABLE-HALOGENATED AND NON FLAMABLE-NON HALOGENATED MATERIALS AS SOON AS POSSIBLE.
2. BULK AND DISPOSE OF SOLIDS.
3. LOCATE DISPOSAL SITES FOR VAT WATER AND SLUDGE.
4. LOCATE DISPOSAL SITE FOR INORGANIC MATERIALS.

JOSEPH FREDLE, OSC, REGION V, USEPA, ESD, EDO

WPCCLE WLKE
810-427-9255

CC: KEN SCHULTZ, OEPA
R. HANNAHS, OEPA, COLUMBUS
D. WERTZ, OEPA, NEDO
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
B. BOWDEN, U.S. EPA, REGION V, CDO
EILEEN BLOOM, REGION V, USEPA
D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

EPA SPILLS WSH

WPCCLE WLKE

APRIL 6, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE (TWX 710-822-9269 EPA SPILLS WSH)
U.S. EPA, SUPERFUND, REGION V (TWX 910-221-5191 WPCCHI)
U.S. EPA, REGION V, EDO, GROSSE ILE, MI (TWX 810-231-7184 EPA GRI)

FROM JOSEPH FREDLE, OSC

POLREP 7

SUBJECT: CMR SITE - CLEVELAND, OHIO

CASE NO.: V-82-303-JF

A. ACTION

1. APPROXIMATELY 5000 GALLONS OF LIQUIDS HAVE BEEN BULKED FROM THE TWO CATEGORIES OF FLAMABLE HALOGENATED AND NON-FLAMABLE NON-HALOGENATED. FINAL ARRANGEMENTS FOR DISPOSAL OF THESE CATEGORIES SHOULD BE COMPLETED BY THE END OF THE WEEK.
2. SOLIDS AND THE REMAINING CATEGORIES OF LIQUIDS ARE BEING STAGED FOR QUICK ACCESS AS SOON AS FINAL DISPOSAL ARRANGEMENTS ARE MADE.
3. ARRANGEMENTS FOR DISPOSAL OF 5000 GALLONS OF CONTAMINATED WATER FROM THE VATS HAVE BEEN MADE AT CHEM CLEAR IN CLEVELAND. THIS WILL BE SHIPPED OUT AS SOON AS A DISPOSAL SITE FOR THE SLUDGE IN VATS HAS BEEN ARRANGED.
4. APRIL 6, 1982 BLIZARD CONDITIONS HAVE SHUT THE JOB DOWN TODAY. CONTRACTOR HAS BEEN WORKING 6-10 HOURS PER DAY. WILL SWITCH TO 6-12 HOURS PER DAY.
5. SAMPLING AND ANALYSIS ARE BEING DONE TO HELP LOCATE THE "HOT" PCB DRUMS. THIS WILL PROBABLY TAKE AT LEAST 2 WEEKS TO COMPLETE.

B. PLANS

1. DUE TO THE NEW INFORMATION ON PCB CONTAMINATION AND DISPOSAL PROBLEMS, THE OSC NOW ESTIMATES THAT THE SITE CLEAN-UP COMPLETION DATE WILL HAVE TO BE EXTENDED TO THE WEEK OF MAY 17.

JOSEPH FREDLE, OSC, REGION V, USEPA, ESD, EDO

WPCCLE WLKE

810-427-9255

CC: KEN SCHULTZ, OEPA

R. HANNAHS, OEPA, COLUMBUS

D. WERTZ, OEPA, NEDO

C. ADIE, COTP CLEVELAND

G. NIED, CLEVELAND AIR POLLUTION

B. BOWDEN, USEPA, REGION V, CDO

EILEEN BLOOM, REGION V, USEPA

D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

EPA SPILLS WSH

WPCCLE WLKE

APRIL 15, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE (TWX 710-822-9269 EPA SPILLS WSH)
U.S. EPA, SUPERFUND, REGION V (TWX 910-221-5191 ~~WPCCHI~~ *WPCCLMB*)
U.S. EPA, REGION V, EDO, GROSSE ILE, MI (TWX 810-231-7184 EPA GRI)

FROM: OSC, USEPA, REGION V, ESD, EDO, WESTLAKE, OHIO

POLREP 8

CASE NUMBER: V-82-303-JF

SUBJECT: CHEMICAL MINERAL RECLAMATION - CLEVELAND, OHIO

1. FOUR ^{MORE} LOADS OF CONTAMINATED SOIL HAVE BEEN REMOVED FROM THE SITE.
2. TWO LOADS OF GREASE HAVE BEEN SHIPPED TO THE DOHERTY LANDFILL IN GENEVA:

APRIL 9 - 2234 GALLONS (47 DRUMS)

APRIL 10 - 2530 GALLONS (53 DRUMS)

3. BULKING OF OUTSIDE DRUMS HAS BEEN COMPLETED:

CHLORINATED, FLAMMABLE - 3200 GALLONS

NON CHLORINATED, NON FLAMMABLE - 4500 GALLONS

4. BULKING OF INSIDE DRUMS HAS BEGUN. AS THE DRUMS ARE EMPTIED, THEY WILL BE CRUSHED AND SENT TO A SCRAP YARD.

STATUS: CASE OPEN

JOSEPH FREDLE (DAP), OSC, ESD, EDO, REGION V, WESTLAKE, OHIO

CC: KEN SCHULTZ, OEPA
R. HANNAHS, OEPA, COLUMBUS
D. WERTZ, OEPA, NEDO
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
R. BOWDEN, U.S. EPA, REGION V, CDO
EILEEN BLOOM, REGION V, U.S. EPA
D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

EPA SPILLS WSH

WPCCLE WLKE

APRIL 27, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE (TWX 710-822-9269 EPA SPILLS WSH)
U.S. EPA, SUPERFUND, REGION V (TWX 910-221-5191 WPCLMB)
U.S. EPA, REGION V, EDO, GROSSE ILE, MI (TWX 810-231-7184 EPA GRI)

FROM: OSC, USEPA, REGION V, ESD, EDO, WESTLAKE, OHIO

POLREP 9

CASE NUMBER: V-82-303-JF

SUBJECT: CHEMICAL MINERAL RECLAMATION - CLEVELAND, OHIO

A. ACTION

1. DRUMS OF SLUDGES IN THE FLAMABLE HALOGENATED (YELLOW COLOR CODE) AND NON FLAMABLE NON HALOGENATED (WHITE COLOR CODE) CATEGORIES ARE BEING SENT TO THE FONDESSY SECURE LANDFILL IN TOLEDO, OHIO. SINCE APRIL 19 FIVE LOADS OF DRUMS (270 DRUMS) HAVE BEEN SHIPPED.

2. TWO HIGHLY CONTAMINATED PCB DRUMS HAVE BEEN ISOLATED IN THE NON-FLAMABLE HALOGENATED CATEGORY. THE REST OF THE LIQUIDS IN THAT CATEGORY ARE BEING BULKED FOR DISPOSAL.

3. ALL DRUMS HAVE BEEN MOVED OUT OF THE GARAGE AREA AND HAVE BEEN STAGED.

B. RECOMMENDATIONS

1. AS OF THIS TIME \$180,000 OF THE \$205,000 AUTHORIZED FOR THE PROJECT HAS BEEN SPENT. IT IS NOW ESTIMATED THAT ANOTHER \$100,000 WILL NEED TO BE AUTHORIZED TO COMPLETE THIS PROJECT BY MAY 25, 1982. THUS THE OSC REQUESTS AN INCREASE IN THE CEILING TO \$305,000 ON THIS CLEAN UP.

2. THE REASON FOR THE INCREASED COST IS TWOFOLD. FIRST THE DISCOVERY OF PCB'S ON THE SITE HAS CAUSED US TO DO ADDITIONAL WORK IN THE AREA OF COMPOSITE TESTING TO HELP LOCATE THE PCB DRUMS AND DISPOSAL. THIS HAS COST US TIME AND MONEY.

3. ALSO THE SEVERE WINTER CAUSED A 2 MONTH SHUTDOWN OF THE JOB RESULTING IN A NEED FOR OVERTIME WORK TO COMPLETE THE JOB WITHIN THE SIX MONTHS TIME FRAME REQUIRED. THIS IS THE SECOND MAJOR FACTOR FOR THE INCREASED COST.

STATUS: CASE CONTINUES

JOSEPH FREDLE, OSC, ESD, EDO, REGION V, WESTLAKE, OHIO

WPCCLE WLKE

810-427-9255

CC: KEN SCHULTZ, OEPA

R. HANNAHS, OEPA, COLUMBUS

D. WERTZ, OEPA, NEDO

C. ADIE, COTP CLEVELAND

G. NIED, CLEVELAND AIR POLLUTION

R. BOWDEN, U.S. EPA, REGION V, CDO

EILEEN BLOOM, REGION V, U.S. EPA

D. ZAPKA, U.S. ATTORNEY, CLEVELAND

NP
e

EPA SPILLS WSH

WPCCLE WLKE

MAY 13, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE, TWX 710-822-9269 EPA SPILLS WSH
USEPA, SUPERFUND, REGION V, TWX 910-221-5191 WPCLMB
USEPA, REGION V, EDO, GROSSE ILE, MI, TWX 810-231-7184 EPA GRI

FROM: OSC, USEPA, REGION V, ESD, EDO, WESTLAKE, OHIO

POLREP: 10

CASE NUMBER: V-82-303-JF

SUBJECT: CHEMICAL MINERAL RECLAMATION - CLEVELAND, OHIO

A. ACTION

1. 15 LOADS (APPROXIMATELY 810 DRUMS) OF SOLIDIFIED SLUDGES HAVE BEEN SENT TO THE FONDESSY LANDFILL IN TOLEDO, OHIO.
2. FOUR (4) MORE DRUMS OF PCB'S HAVE BEEN FOUND BRINGING THE TOTAL TO 6 PCB DRUMS ON SITE.
3. 84,500 LBS. OF ORGANIC LIQUIDS (APPROXIMATELY 11,000 GALLONS) HAVE BEEN SENT TO ROLLINS FOR INCINERATION.
4. ORGANIC LIQUIDS IN FLAMMABLE-NON HALOGENATED AND NON FLAMMABLE-HALOGENATED CATEGORIES ARE ALMOST BULKED. THIS SHOULD BE COMPLETED BY THE END OF THE WEEK.

B. RECOMMENDATIONS

1. TO FINISH THE CLEANUP THE FOLLOWING DISPOSAL MUST BE ACCOMPLISHED.

MATERIAL	DISPOSAL SITE	EST. COST
12,000 GALLON ORGANIC LIQUID	ROLLINS	\$20,000
6 DRUMS OF PCB OIL	ROLLINS	5,000
5000 GAL. OF WATER IN VATS	CHEM CLEAR	2,000
5000 GAL. OF SLUDGE IN VATS	FONDESSY	7,000
SLUDGE - 350 DRUMS	FONDESSY	10,000
ACIDS - 25 DRUMS	?	2,000
TOTAL		\$46,000

2. COST TO DATE IS APPROXIMATELY:

INITIAL SAMPLING AND COMPATABILITY TESTING	\$ 70,000
ON SITE WORK	
LABOR	94,000
MATERIAL	20,000
EQUIPMENT	57,000
SECURITY	5,000
ANALYSIS	15,000
DISPOSAL	55,000

TOTAL	\$316,000

3. ESTIMATED COST TO FINISH JOB:

ON SITE WORK	
LABOR	\$ 23,000
MATERIAL	10,000
EQUIPMENT	26,000
SECURITY	2,000
ANALYSIS	8,000
DISPOSAL	46,000

TOTAL	\$115,000

4. THE OSC WILL NEED AN ADDITIONAL \$150,000 AUTHORIZED TO COMPLETE THIS JOB BY MAY 25, 1982.

STATUS: CASE CONTINUES

JOSEPH FREDLE, OSC, ESD, EDO, REGION V, WESTLAKE, OHIO

WPCCLE WLKE
810-427-9255

CC: KEN SCHULTZ, OEPA
R. HANNAHS, OEPA, COLUMBUS
D. WERTZ, OEPA, NEDO
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
R. BOWDEN, USEPA, REGION V, CDO
EILEEN BLOOM, REGION V, USEPA
D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

NP

@

EPA SPILLS WSH

WPCCLE WLKE

JUNE 3, 1982, WESTLAKE, OHIO

TO: USEPA, HQ, EMERGENCY RESPONSE, TWX 710-822-9269 EPA SPILLS WSH
USEPA, SUPERFUND, REGION V, TWX 910-221-5191 ~~WPCCLE~~ USEPA RRB C GO
USEPA, REGION V, EDO, GROSSE ILE, MI, TWX 810-231-7184 EPA GRI
USEPA, REGION V, ESD, SRS, TWX ~~800-572-4485~~
910-221-5191 WPCCLMB

FROM: OSC, USEPA, REGION V, ESD, EDO, WESTLAKE, OHIO

POLREP: 11 AND FINAL

CASE NUMBER: V-82-303-JF

SUBJECT: CHEMICAL MINERAL RECLAMATION - CLEVELAND, OHIO

A. ACTION

1. ALL MATERIAL REMOVED FROM SITE AS OF MAY 25, 1982. LIQUIDS WENT TO ROLLINS IN NEW JERSEY AND SOLIDS WENT TO FONDESSY IN TOLEDO, OHIO. THE 6 DRUMS OF PCB'S WERE SENT TO ROLLINS IN TEXAS.

2. FINAL CLEAN-UP COSTS OF \$440,000 ESTIMATED. OSC WAITING FOR FINAL INVOICE.

B. RECOMMENDATION

1. OSC REPORT WILL FOLLOW.

STATUS: CASE CLOSED

JOSEPH FREDLE, OSC, ESD, EDO, REGION V, WESTLAKE, OHIO

WPCCLE WLKE

810-427-9255

CC: KEN SCHULTZ, OEPA
R. HANNAHS, OEPA, COLUMBUS
D. WERTZ, OEPA, NEDO
C. ADIE, COTP CLEVELAND
G. NIED, CLEVELAND AIR POLLUTION
EILEEN BLOOM, REGION V, USEPA
D. ZAPKA, U.S. ATTORNEY, CLEVELAND

EPA SPILLS WSH

ATTACHMENT Y

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

DATE: FEB 1 7 1984

SUBJECT: Superfund Site # 08
Chemicals & Minerals, OH
FROM: Richard C. Walker, Chief
Financial Management Branch

TO: Mary Gade, Assistant Regional Counsel
Office of Regional Counsel

Attached are summaries and computer reports listing travel, payroll and fringe benefits expenses for Superfund site of Chemicals & Minerals, OH. If timesheets were not available for any hours listed by the computer, the hours and related dollars were deleted from our summary.

Please review the reports carefully. If you feel that there are additional legitimate costs which should be charged to the sites, please contact Bob Wisniewski at 6-7510. If you have any questions or comments, please feel free to contact Bob.

Attachments

TRAVEL COSTS

CHEMICAL & MINERALS SITE # 08

<u>NAME</u>	<u>TS NUMBER</u>	<u>AMOUNT</u>	<u>TOTALS</u>
Elam, Michael	30211	<u>540.60</u>	
TOTAL REGION V TRAVEL COSTS FOR SITE # 08			<u><u>\$540.60</u></u>

PERSONNEL COSTS

CHEMICALS & MINERALS SITE # 08

<u>NAME</u>	<u>FY</u>	<u>PP</u>	<u>HOURS</u>	<u>DOLLARS</u>	<u>TOTALS</u>
Bloom, Eileen	82	21	1.0	16.21	
		22	2.0	32.36	
		23	3.0	48.57	
		25	1.0	16.24	
	83	03	4.5	81.85	
		04	1.0	18.15	
		05	2.5	45.57	
		06	1.5	27.36	
		07	1.0	18.84	
		08	4.0	73.60	
		10	2.0	37.39	
		11	.5	9.34	
TOTAL			24.0		\$ 425.48
Fredle, Joseph	83	12	4.0	72.68	
		13	2.0	37.90	
		14	23.0	416.30	
		16	17.0	309.60	
		17	7.0	129.52	
		18	2.0	37.90	
		26	1.0	18.95	
TOTAL			56.0		1,022.85
Gade, Mary	83	10	2.0	41.41	
		15	1.0	20.71	
TOTAL			3.0		62.12
Harrison, Ellen	83	15	2.0	12.23	
		16	4.0	24.50	
		17	7.0	42.87	
		25	1.0	6.12	
		26	5.0	30.62	
			19.0		116.34

PERSONNEL COSTS

CHEMICALS & MINERALS SITE # 08

<u>NAME</u>	<u>FY</u>	<u>PP</u>	<u>HOURS</u>	<u>DOLLARS</u>	<u>TOTALS</u>
Kulma, Gregg	83	08	32.0	523.18	
		21	24.0	407.37	
		22	<u>9.0</u>	<u>152.76</u>	
TOTAL			65.0		\$1,083.31
Papcke, Daniel	82	15	<u>12.0</u>	<u>172.34</u>	
TOTAL			12.0		172.34
Rekar, Pamela	83	15	1.4	25.85	
		16	4.5	83.11	
		17	.5	9.23	
		21	2.5	46.17	
		26	2.0	36.94	
	84	01	<u>8.0</u>	<u>147.76</u>	
TOTAL			18.9		349.06
Winklhofer, Alfons	83	16	3.0	83.42	
		17	<u>4.0</u>	<u>111.21</u>	
TOTAL			7.0		<u>194.63</u>
TOTAL REGION V PERSONNEL COSTS FOR SITE # 08					<u>\$3,426.13</u>

HAZARDOUS SUBSTANCE RESPONSE SITE (08) CHEMICALS AND MINERALS
FMD OBJECT CLASSES (EXCLUDING OBJECT CLASSES 11 AND 12 SALARIES AND FRINGES)
AS OF FEBRUARY 9, 1984
PREPARED BY R. HOFFMAN

SFSITENC 08

TRAVELER NAME	SEC CONTROL NUMBER	ACCOUNT NUMBER	A C T Y	ORIG DOCUMENT NUMBER	MAJ CC	OBJT CLAS	S F D	CUMULATIVE OBLIGATIONS CURRENT+PRIOR	CUM PAYMENTS (EXCLUDING ADVANCES)	UNPAID OBLIGATIONS
	01T368	2TGP815T08	T	M2DES03221	21	2191	99	4.40	4.40	0.00
						TOTAL DCN		4.40	4.40	0.00
	01T463	2TGP815T08	T	M2DES03222	21	2191	99	4.40	4.40	0.00
						TOTAL DCN		4.40	4.40	0.00
BEARD, JOS	AA0044	3TGP815T08	T	0TR1829686	21	2113	99	244.00	244.00	0.00
BEARD, JOS		3TGP815T08	T	000T829686	21	2111	99	133.56	133.56	0.00
BEARD, JOS		3TGP815T08	T	000T829686	21	2117	99	36.00	36.00	0.00
						TOTAL DCN		413.56	413.56	0.00
ELAM, MICH	001001	3TJ2578T08	T	0TRTS30211	21	2113	05	316.00	316.00 ✓	0.00
ELAM, MICH		3TJ2578T08	T	000TS30211	21	2111	05	142.60	142.60 ✓	0.00
ELAM, MICH		3TJ2578T08	T	000TS30211	21	2117	05	82.00	82.00 ✓	0.00
						TOTAL DCN		540.60	540.60	0.00
ELAM, MICH	001002	4TJ2058T08	T	0TRTS41291	21	2113	05	270.00	0.00	270.00
ELAM, MICH		4TJ2058T08	T	000TS41291	21	2111	05	225.00	0.00	225.00
ELAM, MICH		4TJ2058T08	T	000TS41291	21	2117	05	75.00	0.00	75.00
						TOTAL DCN		570.00	0.00	570.00
BERMAN, MI	001001	4TJ2058T08	T	0TRTS40575	21	2113	05	135.00	135.00 S/B 0	0.00
BERMAN, MI		4TJ2058T08	T	000TS40575	21	2117	05	27.75	27.75 S/B 0	0.00
						TOTAL DCN		162.75	162.75	0.00
WALDVIGEL, MI	001001	4TGP058T08	T	0TRTS40573	21	2113	05	270.00	270.00 S/B 0	0.00
WALDVIGEL, MI		4TGP058T08	T	000TS40573	21	2117	05	47.00	47.00 S/B 0	0.00
						TOTAL DCN		317.00	317.00	0.00
WALDVIGEL, MI	001002	4TGP058T08	T	0TRTS41683	21	2113	05	270.00	0.00	270.00
WALDVIGEL, MI		4TGP058T08	T	000TS41683	21	2111	05	75.00	0.00	75.00
WALDVIGEL, MI		4TGP058T08	T	000TS41683	21	2117	05	50.00	0.00	50.00
						TOTAL DCN		395.00	0.00	395.00
Waldvogel *EUNG, MI	001001	4TGP058T08	T	000TS40573	21	2111	05	7.80	7.80 S/B 0	0.00
						TOTAL DCN		7.80	7.80	0.00
						Total Region II Travel Costs To Date		540.60		
	500001	5TFA725808	E	0068950012	25	2535	22	165,000.00	165,000.00	0.00
		2TFA725808	E	0068950012	25	2535	22	290,000.00	256,690.99	33,309.01
						TOTAL DCN		455,000.00	421,690.99	33,309.01
						TOTAL SFSITENC		457,415.51	423,141.50	34,274.01

ENVIRONMENTAL PROTECTION AGENCY

HAZARDOUS SUBSTANCE RESPONSE SITE (08) CHEMICALS AND MINERALS
END OBJECT CLASSES (EXCLUDING OBJECT CLASSES 11 AND 12 SALARIES AND FRINGES)
AS OF FEBRUARY 9, 1984
PREPARED BY R. HOFFMAN

TRAVELER NAME	GLC CONTROL NUMBER	ACCOUNT NUMBER	A C T Y	OBLIG DOCUMENT NUMBER	MAJ CC	OBJT CLAS	S F D	CUMULATIVE OBLIGATIONS CURRENT+PRIOR	CUM PAYMENTS (EXCLUDING ADVANCES)	UNPAID OBLIGATIONS
GRAND TOTAL								457,415.51	423,141.50	34,274.01

TRAVEL VOUCHER (Read the Privacy Act Statement on the back)		1. DEPARTMENT OR ESTABLISHMENT, BUREAU DIVISION OR OFFICE		2. TYPE OF TRAVEL <input type="checkbox"/> TEMPORARY DUTY <input type="checkbox"/> PERMANENT CHANGE OF STATION		3. VOUCHER NO.	
						4. SCHEDULE NO.	
TRAVELER (PAYEE)	5. a. NAME (Last, first, middle initial) Elam, Michael			b. SOCIAL SECURITY NO. 306-62-2789		6. PERIOD OF TRAVEL a. FROM 10/19/82 b. TO 10/21/82	
	c. MAILING ADDRESS (Include ZIP Code) 230 S. Dearborn Street Chicago, Illinois 60604			d. OFFICE TELEPHONE NO. 6-6831		7. TRAVEL AUTHORIZATION a. NUMBER(S) TS 30211 b. DATE(S) 10/18/82	
	e. PRESENT DUTY STATION Chicago, Illinois			f. RESIDENCE (City and State) Chicago, Illinois		10. CHECK NO.	
	8. TRAVEL ADVANCE a. Outstanding b. Amount to be applied c. Amount due Government (Attached: <input type="checkbox"/> Check <input type="checkbox"/> Cash) D. Balance outstanding			9. CASH PAYMENT RECEIPT a. DATE RECEIVED b. AMOUNT RECEIVED \$ c. PAYEE'S SIGNATURE		11. PAID BY 001834	
12. GOVERNMENT TRANSPORTATION REQUESTS, OR TRANSPORTATION TICKETS, IF PURCHASED WITH CASH (List by number below and attach passenger coupon; if cash is used show claim on reverse side.)		I hereby assign to the United States any right I may have against any parties in connection with reimbursable transportation charges described below, purchased under cash payment procedures (FPMR 101-7) ▶ Traveler's Initials					
		AGENT'S VALUATION OF TICKET (a)	ISSUING CARRIER (Initials) (b)	MODE, CLASS OF SERVICE AND ACCOMMODATIONS (c)	DATE ISSUED (d)	POINTS OF TRAVEL	
		\$275.00	AA	Coach	10/18/82	CHICAGO O'HARE COLUMBUS, OHIO COLUMBUS, OHIO WASHINGTON, D.C. AND RETURN TO CHICAGO	
13. I certify that this voucher is true and correct to the best of my knowledge and belief, and that payment or credit has not been received by me. When applicable, per diem claimed is based on the average cost of lodging incurred during the period covered by this voucher.							
TRAVELER SIGN HERE <i>[Signature]</i>					DATE 11/16/82	AMOUNT CLAIMED	\$ 265.60
NOTE: Falsification of an item in an expense account works a forfeiture of claim (28 U.S.C. 2514) and may result in a fine of not more than \$10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287; i.d. 1001).							
14. This voucher is approved. Long distance telephone calls, if any, are certified as necessary in the interest of the Government. (NOTE: If long distance telephone calls are included, the approving official must have been authorized in writing by the head of the department or agency to so certify (31 U.S.C. 680a).)					17. FOR FINANCE OFFICE USE ONLY COMPUTATION		
APPROVING OFFICIAL SIGN HERE <i>[Signature]</i> DATE 11-16-82					a. DIFFERENCES, IF ANY (Explain and show amount)		
15. LAST PRECEDING VOUCHER PAID UNDER SAME TRAVEL AUTHORIZATION					b. TOTAL VERIFIED CORRECT FOR CHARGE TO APPROPRIATION		
a. VOUCHER NO.		b. D.O. SYMBOL		c. MONTH & YEAR	Certifier's initials: <i>[Signature]</i>		
16. THIS VOUCHER IS CERTIFIED CORRECT AND PROPER FOR PAYMENT					c. APPLIED TO TRAVEL ADVANCE (Appropriation symbol): <i>[Signature]</i>		
AUTHORIZED CERTIFYING OFFICIAL SIGN HERE <i>[Signature]</i> DATE (A)					d. NET TO TRAVELER		
18. ACCOUNTING CLASSIFICATION					F TS 30211 DC 1001 3TJB05GT08 57BT08 2117-82.00 2113 41.00 21.11 \$142.60 21.17 123.00 \$265.60		

Birdie
6-6664

SCHEDULE OF EXPENSES AND AMOUNTS CLAIMED	INSTRUCTIONS TO TRAVELER <i>(Unlisted items are self-explanatory)</i>										Complete this information if this is a continuation sheet.		PAGE _____ OF _____ PAGES			
	<i>Col. (c)</i> If the voucher includes per diem allowances for members of employee's immediate family, show members' names, ages, and relationship to employee and marital status of children (unless information is shown on the travel authorization.)										<i>Complete only for actual expense travel</i>		<i>Col. (d) thru (g)</i> Show amount incurred for each meal, including tax and tips, and daily total meal cost. <i>(h)</i> Show expenses, such as: laundry, cleaning and pressing of clothes, tips to bellboys, porters, etc. (other than for meals). <i>(i)</i> Complete for per diem and actual expense travel. <i>(j)</i> Show total subsistence expense incurred for actual expense travel. <i>(m)</i> Show per diem amount, limited to maximum rate, or if travel on actual expense, show the lesser of the amount from col. (j) or maximum rate. <i>(n)</i> Show expenses, such as: taxi/limousine fares, air fare (if purchased with cash), local or long distance telephone calls for Government business, car rental, relocation other than subsistence, etc.		TRAVEL AUTHORIZATION NO. _____	
													TRAVELER'S LAST NAME _____			

DATE 19 <u>82</u>	TIME (Hour and am/pm)	DESCRIPTION (Departure/arrival city, per diem computation, or other explanations of expense)	ITEMIZED SUBSISTENCE EXPENSES							MILEAGE RATE: NO. OF MILES (k)	AMOUNT CLAIMED		
			MEALS				MISCELLANEOUS SUBSISTENCE (h)	LODGING (i)	TOTAL SUBSISTENCE EXPENSE (j)		MILEAGE (l)	SUBSISTENCE (m)	OTHER (n)
			BREAK-FAST (d)	LUNCH (e)	DINNER (f)	TOTAL (g)							
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)
10/19	7:15 a.m.	LV. HOME VIA TAXI TO MIDWAY AIRPORT											14 00
		LV. MIDWAY VIA AI TO COLUMBUS PURPOSE: CHEM-DYNE MEETING WITH DEFENDANTS & OEPA											
		LV. AIRPORT FOR OHIO ATTORNEY COUNCIL VIA TAXI											10 00
		TAXI TO COLUMBUS AIRPORT		5 00					5 00			5 00	10 00
		for Washington, D.C. PURPOSE CHEM-DYNE MEETIWN WZDEFENDANTS											
		TAXI TO HOTEL FROM NATIONAL AIRPORT	12 00	12 00				37 30	49 30			49 30	8 00
10/20		TAXI TO DOJ	6 00	5 00	15 00	26 00		37 30	63 30			63 30	3 00
10/21		TAXI TO DOJ	6 00	5 00		11 00			11 00			11 00	3 00
		TAXI TO FAIRCHILD OLEC											4 00
		TAXI TO DOJ & DINNER			14 00	14 00						14 00	9 00
		TAXI TO AIRPORT FOR RETURN TRIP TO CHICAGO											6 00
		TAXI HOME FROM O'HARE AN INCREASE OF \$41.00 for later flight											41 00
If additional space is required, continue on another SF 1012-A BACK. leaving the front blank.										SUBTOTALS ▶			15 00
										TOTALS ▶		142 60	123 00

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 5 U.S.C. Chap. 57 as implemented by the Federal Travel Regulations (FPMR 101-7), E.O. 11609 of July 22, 1971, E.O. 11012 of March 27, 1962, E.O. 9397 of November 22, 1943, and 26 U.S.C. 6011(b) and 6109. The primary purpose of the requested information is to determine payment or reimbursement to eligible individuals for allowable travel and/or relocation expenses incurred under appropriate administrative authorization and to record and maintain costs of such reimbursements to the Government. The information will be used by officers and employees who have a need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, State, local, or foreign agencies, when relevant to civil,

criminal, or regulatory investigations or prosecutions, or when pursuant to a requirement by this agency in connection with the hiring or firing of an employee, the issuance of a security clearance, or investigations of the performance of official duty while in Government service. Your Social Security Account Number (SSN) is solicited under the authority of the Internal Revenue Code (26 U.S.C. 6011(b) and 6109) and E.O. 9397, November 22, 1943, for use as a tax payer and/or employee identification number; disclosure is MANDATORY on vouchers claiming travel and/or relocation allowance expense reimbursement which is, or may be, taxable income. Disclosure of your SSN and other requested information is voluntary in all other instances; however, failure to provide the information (other than SSN) required to support the claim may result in delay or loss of reimbursement.

Enter grand total of columns (l), (m) and (n), below and in item 13 on the front of this form.

TOTAL AMOUNT CLAIMED ▶ \$265.60

U.S. ENVIRONMENTAL PROTECTION AGENCY
TRAVEL AUTHORIZATION
(Read reverse before completing form)

30211
1. NO. **T 889617**

☒ ORIGINAL

☐ AMENDMENT

☐ CANCELLATION

2. DATE

OCTOBER 18, 1982

3. NAME AND TITLE

MICHAEL ELAM

4. SOCIAL SECURITY NO.

306-62-2789

OFFICIAL STATION/ORGANIZATION

J.S. EPA, OFFICE OF REGIONAL COUNSEL

6. PERIOD OF TRAVEL

STARTING DATE

ENDING DATE

OCTOBER 19, 1982

OCTOBER 21, 1982

6a. APPLICABLE REG'S

☒ SGTR'S

☐ JTR'S

6b. CONSULTANT

☐ INTERMITTENT

☐ TEMPORARY

7. ITINERARY, PURPOSE AND OTHER DETAILS

FROM: CHICAGO, IL TO OH COLUMBUS TO: DC WASHINGTON AND RETURN

PURPOSE: CHEM DYNE MEETINGS WITH DEFENDANTS & OHIO AGENCY

OBLIGATED

DC 1001 TS 30211

DMORGAN 606741

ANNUAL LEAVE AUTHORIZED FROM _____ TO _____ (Explanation required for leave)

8. DAILY METHOD OF REIMBURSEMENT

☐ PER DIEM \$ _____ PLUS AVERAGE

☒ ACTUAL SUBS NTE \$ **75.00**

☐ ACTUAL SUBS GSA HRGA \$ _____

COST LODGING NTE \$ _____

AREA _____

9. MODE OF INTERCITY TRAVEL

a. ☒ COMMON CARRIER

☐ AIR IN LIEU OF AMTRAK (NE corridor)

☐ GOVERNMENT-OWNED CONVEYANCE (GSA) AND

GSA CONTRACTED. BOAC # _____

e. ☐ PRIVATELY-OWNED

AT A RATE OF _____ CENTS SUB-

JECT TO E(1) OR E(2) (Auto, Plane, etc)

(1) ☐ FOUND TO BE ADVANTAGEOUS TO THE GOVERNMENT

(2) ☐ NOT TO EXCEED COST BY COMMON CARRIER INCLUDING CONSIDERATION OF PER DIEM ALLOWANCES

d. ☐ COMMERCIAL CAR RENTAL

10. TDY ALLOWANCE AUTHORIZED

☒ a. PUBLIC TRANSPORTATION

☒ b. TAXI, LIMOUSINE

c. GOVMT. OR CONTRACT RENTAL. BOAC # _____

d. COMMERCIAL RENTAL

e. REGISTRATION FEES

f. EXCESS BAGGAGE _____ LBS

11. CHANGE OF STATION ALLOWANCES AUTHORIZED

a. SHIPMENT OF HOUSEHOLD GOODS & PERSONAL EFFECTS

b. TRANSPORTATION OF IMMEDIATE FAMILY

c. REAL ESTATE EXPENSES

d. RESIDENCE HUNTING

e. TEMPORARY QUARTERS

f. MISCELLANEOUS EXPENSES

12. COST ESTIMATE AND ACCOUNT CODES

APPROPRIATION NO.

SERVICING FINANCE OFFICE CODE

68-30X8145

13. PURPOSE CODE

DOMESTIC A

DOCUMENT CONTROL NUMBER	OBLIGATION DOCUMENT NUMBER	ACCOUNT NUMBER	OBJECT CLASS AND AMOUNT							
			CODE	AMOUNT	CODE	AMOUNT	CODE	AMOUNT	CODE	AMOUNT
		3TJB05GT08	2111	\$225.00	2131		2143		2154	
			2113	275.00	2133		2144		2155	
			2114		2134		2145		2156	
			2115		2135		2147		2157	
			2116		2137		2151		2218	
			2117	50.00	2141		2153		1217	
			TOTAL	\$550.00						

14. ORIGIN AND AUTHORIZATION

a. RECOMMENDING OFFICER'S SIGNATURE

Roger Grimes 10-18-82

NAME AND TITLE (Typed)

**ROGER GRIMES, CHIEF
HAZARDOUS WASTE SECTION**

Authority is granted to travel and incur such expenses as may be necessary for this authorization in accordance with EPA policy and applicable regulations.

b. AUTHORIZING OFFICER'S SIGNATURE

Robert B. Schaefer 10/18/82

NAME AND TITLE (Typed)

**ROBERT B. SCHAEFER
REGIONAL COUNSEL**

2-Way Memo

Subject: *Erroneously charged to wrong acct*

From: *Paying / acct Section*

INSTRUCTIONS

Use routing symbols whenever possible.

SENDER (Originator of message):

Use brief, informal language.

Conserve space.

Forward original and one copy.

RECEIVER (Replier to message):

Reply below the message, keep one copy, return one copy.

DATE OF MESSAGE

2/9

ROUTING SYMBOL

SIGNATURE OF ORIGINATOR

Mary Pavel

TITLE OF ORIGINATOR

acct Tech

FOLD.

INITIAL MESSAGE

Please change Michael E. Lane. 306-62-2789 col/OC
5A262 +5009
 3TJB05GT08 DC1001 OTRT\$30211 2113 316⁰⁰
 } } 000T\$30211 2111 142⁶⁰
 } } } 2117 82⁰⁰

to

REPLY MESSAGE

3TJB57BT08
 } } OTRT\$30211 2113 316
 } } 000T\$30211 2111 142⁶⁰
 } } } 2117 82⁰⁰
Or 2883m

PAID

DATE OF REPLY

ROUTING SYMBOL

SIGNATURE OF REPLIER

TITLE OF REPLIER

To :

FY 81,82,83,84 PAYROLL REPORT FOR HAZ SUB RESP SITE
 PAY PERIOD REPORT FOR CHEM. MINERALS, OH
 THRU PP 09 JANUARY 21, 1984

SFO 15
 SFSITEND 08

AH RC	SEC	SEC #	SOF	A C T Y	P P	PNAME	PAYR HOURS	PAYR AMOUNT
05B	332402262	4	T	01	02	REKAR	8.0 ✓ 2.0 nts 2.0	147.76 36.94/SB0 36.94/SB 147.76
	587803642	4	T	02	02	MORGAN	3.0 nts 3.0	22.38/SB0 22.38
						TOTAL PSSN		
						TOTAL AHRC	5.0	59.32
05F	309549581	3	C	16	16	FILIPPI	11.0/SB0 11.0	119.02/SB0 119.02
	345469319	3	T	08	08	KULMA,	32.0 ✓	523.18
		3	T	21	21	KULMA,	24.0 ✓	407.37
		3	T	22	22	KULMA,	9.0 ✓	152.76
						TOTAL PSSN	65.0	1,083.31
						TOTAL AHRC	76.0	1,202.33
05G	347385781	2	T	03	03	BLOOM,	2.0 nts	32.35/SB0
		2	T	07	07	BLOOM,	78.0 nts	776.43/SB0
		2	T	10	10	BLOOM,	2.0 nts	32.40/SB0
		2	T	21	21	BLOOM,	1.0 ✓	16.21
		2	T	22	22	BLOOM,	2.0 ✓	32.36
		2	T	23	23	BLOOM E	1.0 ✓	16.17
		2	T	23	23	BLOOM,	2.0 ✓	32.40
		2	T	25	25	BLOOM,	1.0 ✓	16.24
		3	T	02	02	BLOOM,	.0 ✓	.00
		3	T	05	05	BLOOM,	.0 ✓	.00
		3	T	06	06	BLOOM,	.0 ✓	.00
						TOTAL PSSN	89.0	954.56/SB 113.38
						TOTAL AHRC	89.0	954.56

FY 81,82,83,84 PAYROLL REPORT FOR HAZ SUB RESP SITE
 PAY PERIOD REPORT FOR CHEM. MINERALS, OH
 THRU PP 09 JANUARY 21, 1984

SFO 15
 SFSITENU 08

AM RC	SCC SEC #	SOF	A C I Y	F P	PNAME	PAYR HOURS	PAYR AMOUNT
05Y	284483069	3	T	15	HARRISO	4.0/SB 2	24.46/SB 12.23
		3	T	16	HARRISC	4.0✓	24.50
		3	T	17	HARRISO	7.0✓	42.87
		3	T	25	HARRISO	1.0✓	6.12
		3	T	26	HARRISO	5.0✓	30.62
					TOTAL PSSN	21.0	128.57/SB 116.34
	286546182	2	T	15	PAPCK	12.0✓	172.34
					TOTAL PSSN	12.0	172.34
				13		2.0✓	37.40
				26		1.0✓	18.95
295481261		3	D	MY18	FREDLE	2.0✓	37.90
		3	T	AP16	FREDLE	17.0✓	309.60
		3	T	FE12	FREDLE	8.0/SB 4	145.32/SB 72.68
		3	T	MR14	FREDLE	50.0/SB 23	905.34/SB 416.30
		3	T	MY17	FREDLE	7.0✓	129.52
					TOTAL PSSN	84.0	1,527.68/SB 1022.85
	557549583	3	D	15	WINKLHD	1.0nts	27.80/SB 0
		3	T	16	WINKLHC	3.0✓	83.42
		3	T	17	WINKLHC	4.0✓	111.21
					TOTAL PSSN	8.0/SB 7	222.43/SB 194.63
					TOTAL AHRC	125.0	2,051.02
			21			2.5✓	46.17
			17			.5✓	9.23
			16			4.5✓	83.11
57B	332402262	3	T	15	REKAR,	1.0/SB 1.4	18.47/SB 25.85
		3	T	26	REKAR,	2.0✓	36.94
					TOTAL PSSN	3.0/SB 16.9	55.41/SB 201.30
	347385781	3	T	03	BLOOM,	4.0/SB 4.5	72.77/SB 81.85
		3	T	04	BLOOM,	1.0✓	18.15
		3	T	05	BLOOM,	2.0/SB 2.5	36.46/SB 45.57
		3	T	06	BLOOM,	1.0/SB 1.5	18.24/SB 27.36
		3	T	07	BLOOM,	1.0✓	18.84
		3	T	08	BLOOM,	4.0✓	73.60
		3	T	10	BLOOM,	2.0✓	37.39
		3		11		.5✓	9.34

FY 81,82,83,84 PAYROLL REPORT FOR HAZ SUB RESP SITE
 PAY PERIOD REPORT FOR CHEM. MINERALS, OH
 THRU PP 09 JANUARY 21, 1984

SFO 15
 SFSITEND 08

AH RC	SCC SEC #	SOF	A C T Y	P F	PNAME	PAYR HOURS	PAYR AMOUNT
----------	-----------	-----	------------------	--------	-------	---------------	----------------

TOTAL PSSN 15.0 275.45/SB 312.10

57B	388487427	3	T	10	GADE	4.0/SB2	82.82/SB 41.41
		3	T	15	GADE, M	1.0	20.71
					TOTAL PSSN	5.0	103.53/SB 62.12

TOTAL AHRC 23.0 434.39

575	569781904	3	T	23	WILMA,	6.0 nts	131.82/SB 0
					TOTAL PSSN	6.0	131.82

TOTAL AHRC 6.0 131.82

775	340507969	4	T	04	BURACK,	1.0	18.77
					TOTAL PSSN	1.0	18.77

TOTAL AHRC 1.0 18.77

785	233637156	2	T	23	KEPLING	4.0	50.29
		3	T	03	KEPLING	1.0	13.05
		3	T	05	KEPLING	.5	6.53
		3	T	14	KEPLING	1.0	13.63
		3	T	15	KEPLING	1.5	20.44
					TOTAL PSSN	8.0	103.94

TOTAL AHRC 8.0 103.94

815	141429232	2	T	12	LEIFER,	3.0	55.73
		2	T	15	LEIFER,	1.0	18.58

02-08-84

ENVIRONMENTAL PROTECTION AGENCY

PAGE

4

FY 81,82,83,84 PAYROLL REPORT FOR HAZ SUB RESP SITE
PAY PERIOD REPORT FOR CHEM. MINERALS,OH
THRU PP 09 JANUARY 21, 1984SFD 15
SFSITEND 08

AH RC	SEC SEC #	SOF	A C T Y	P F	PNAME	PAYR HOURS	PAYR AMOUNT
815	141429232	2	T	22	LEIFER,	2.0	37.15
					TOTAL PSSN	6.0	111.46
	215502919	2	T	07	MUYS, J	2.0	29.43
					TOTAL PSSN	2.0	29.43
	386689240	3	T	25	GRUNCLE	3.0	44.96
		3	T	26	GRUNCLE	8.0	119.92
					TOTAL PSSN	11.0	164.88
					TOTAL AHRC	19.0	305.77
					TOTAL SFSITEND	352.0	5,261.92

02-08-84

ENVIRONMENTAL PROTECTION AGENCY

PAGE 5

FY 81,82,83,84 PAYROLL REPORT FOR HAZ SUB RESP SITE
PAY PERIOD REPORT FOR CHEM. MINERALS,OH
THRU PP 09 JANUARY 21, 1984SFO 15
SFSITENG 08

AH	SGC	SEC	#	SOF	A	F	PNAME	PAYR	PAYR
RC					C	F		HOURS	AMOUNT
					Y				
TOTAL SFO								352.0	5,261.92

BIWEEKLY SUPERFUND TIMESHEET

NAME Eileen Bloom

PAY PERIOD 21

PAY PERIOD <u>01</u>		REGULAR HOURS						OVERTIME		SUPERFUND		NON		COMP TIME		SUPERFUND	
DAY	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	OVERTIME SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	COMP TIME		SUPERFUND					
			HOURS/TFA05	HOURS/TGB05			HOURS/TFA	HOURS/TGB		SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #						
																HOURS/TFA	HOURS/TGB
SUNDAY																	
MONDAY																	
TUESDAY																	
WEDNESDAY																	
THURSDAY																	
FRIDAY																	
SATURDAY																	
SUNDAY																	
MONDAY																	
TUESDAY																	
WEDNESDAY																	
THURSDAY																	
FRIDAY																	
SATURDAY																	
SUNDAY																	
MONDAY																	
TUESDAY																	
WEDNESDAY																	
THURSDAY																	
FRIDAY																	
SATURDAY																	
TOTAL																	

Total 34 hours

Eileen R Bloom
EMPLOYEE'S SIGNATURE

7/21/82
DATE

Roger Grimes
SUPERVISOR'S SIGNATURE

7/22
DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME Eileen Bloom

PAY PERIOD 22 July 11 - July 24, 1982

DAY	REGULAR HOURS												OVERTIME				COMP TIME			
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #				NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #							
			HOURS/TFA05	HOURS/TGB05	HOURS/TFA	HOURS/TGB			HOURS/TFA	HOURS/TGB										
SUNDAY																				
MONDAY																				
TUESDAY																				
WEDNESDAY																				
THURSDAY																				
FRIDAY																				
SATURDAY																				
SUNDAY																				
MONDAY																				
TUESDAY																				
WEDNESDAY																				
THURSDAY						2.0	08													
FRIDAY		1.0				1.0	25													
SATURDAY																				
TOTAL																				

Eileen R Bloom
EMPLOYEE'S SIGNATURE

7/23/82
DATE

Roger Grimes 7/26
SUPERVISOR'S SIGNATURE

BIWEEKLY SUPERFUND TIMESHEET

NAME Eileen Bloom

Chem. Min

Old Mill

PAY PERIOD 23 A&F July 25, 1982 - August 7, 1982

2 TGB05G108

2 TGB05G125

(2 TGB05 FT 17)

Regular Hours

Regular Hours

DAY	REGULAR HOURS						OVERTIME						COMP TIME			
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #	
			HOURS/TFA05	HOURS/TGB05			HOURS/TFA	HOURS/TGB			HOURS/TFA	HOURS/TGB			HOURS/TFA	HOURS/TGB
7/25 SUNDAY				—				—				—				—
7/26 MONDAY				—				—				—				—
7/27 TUESDAY				6.5				—				1.0				1.0
7/28 WEDNESDAY				1.5				1.0				2.5				2.5
7/29 THURSDAY				7.0				—				—				—
7/30 FRIDAY				1.5				—				1.0				1.0
7/31 SATURDAY				—				—				—				—
8/1 SUNDAY				—				—				—				—
8/2 MONDAY				6.5				1.0				—				—
8/3 TUESDAY				6.5				—				—				—
8/4 WEDNESDAY				0												
THURSDAY																
FRIDAY																
SATURDAY																
TOTAL				29.5				2				3.5				

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

Plug

8-5

NAME Eileen Bloom

BIWEEKLY SUPERFUND TIMESHEET

PAY PERIOD 23 July 25, 1982 - August 7, 1982

2TGB05 FT17

Regular GT08

DAY	REGULAR HOURS				OVERTIME				COMP TIME			
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #	
			HOURS/TFA05	HOURS/TGB05			HOURS/TFA	HOURS/TGB			HOURS/TFA	HOURS/TGB
SUNDAY												
MONDAY												
TUESDAY												
WEDNESDAY												
THURSDAY												
FRIDAY												
SATURDAY												
SUNDAY												
MONDAY												
TUESDAY												
WEDNESDAY												
THURSDAY		1.0		3.0				1.0				
FRIDAY		1.5		1.5				—				
SATURDAY				2.0				—				
TOTAL												

Eileen R Bloom
EMPLOYEE'S SIGNATURE

August 6, 1982
DATE

RMB
SUPERVISOR'S SIGNATURE

8-12
DATE

BIWEEKLY SUPERFUND TIME SHEET

NAME Eileen Bloom

PAY PERIOD 25
A & F
FT 17
Chem. Mineral 6708

DAY	REGULAR HOURS				NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC (REME/REMO) (ENFORCE) HOURS/TFA05 HOURS/TGB05		NON SUPERFUND	COMP TIME		SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC (REME/REMO) (ENFORCE) HOURS/TFA05 HOURS/TGB05	
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC (REME/REMO) HOURS/TFA05	(ENFORCE) HOURS/TGB05			(REME/REMO) HOURS/TFA05	(ENFORCE) HOURS/TGB05						
SUNDAY														
MONDAY														
8/23				8.0										
TUESDAY														
8/24				4.5										
WEDNESDAY														
8/25				4.0				1.0						
THURSDAY														
8/26				10.0										
FRIDAY														
8/27														
SATURDAY														
TOTAL				26.5				1.0						

Eileen R Bloom

EMPLOYEE SIGNATURE

8/26/82

DATE

RMB

SUPERVISOR'S SIGNATURE

8-30

DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME Eileen Bloom
PAY PERIOD 03

Regular

DAY	REGULAR HOURS		SUPERFUND SITE SPECIFIC #		NON SUPERFUND	OVERTIME SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	COMP TIME SUPERFUND GENERAL		SUPERFUND SITE SPECIFIC #	
	NON SUPERFUND	SUPERFUND GENERAL	HOURS/TFA05	HOURS/TGB05			HOURS/TFA	HOURS/TGB				HOURS/TFA	HOURS/TGB
10/18 SUNDAY				—				—					
10/19 MONDAY				—				—					
10/20 TUESDAY				5.5 17				—					
10/21 WEDNESDAY				7.5 17				2.0 08					
10/22 THURSDAY				3.5 17				2.5 08					
10/23 FRIDAY				3.5 17				—					
10/24 SATURDAY				—				—					
10/25 SUNDAY				—				—					
10/26 MONDAY				9.0 17				—					
TUESDAY				3.0 17									
WEDNESDAY													
THURSDAY													
FRIDAY													
SATURDAY													
TOTAL													

Eileen R Bloom
EMPLOYEE'S SIGNATURE

10/26/82
DATE

Rully
SUPERVISOR'S SIGNATURE

10-26
DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME Eileen Bloom
 PAY PERIOD 04

CMR
 Regular GT 08

Rock Creek
 Regular GT 25

DAY	REGULAR HOURS		SUPERFUND SITE SPECIFIC #		NON SUPERFUND	OVERTIME SUPERFUND GENERAL		SUPERFUND SITE SPECIFIC #		NON SUPERFUND	OVERTIME SUPERFUND GENERAL		SUPERFUND SITE SPECIFIC #	
	NON SUPERFUND	SUPERFUND GENERAL	HOURS/TFA05	HOURS/TGB05		HOURS/TFA	HOURS/TGB	HOURS/TFA	HOURS/TGB		HOURS/TFA	HOURS/TGB	HOURS/TFA	HOURS/TGB
10/31 SUNDAY				—									1.0	GT 25
11/1 MONDAY		.5		3.0			1.0		08				—	
11/2 TUESDAY				4.0			—						—	
11/3 WEDNESDAY				—			—						1.0	
11/4 THURSDAY				6.5			—						—	
11/5 FRIDAY				8.5			—						—	
11/6 SATURDAY				—			—						—	
11/7 SUNDAY				—			—						—	
11/8 MONDAY				—			—						—	
11/9 TUESDAY				6.0			—						—	
WEDNESDAY														
THURSDAY														
FRIDAY														
SATURDAY				28.0			1.0						2.0	
TOTAL				30.0										

Eileen R Bloom
 EMPLOYEE'S SIGNATURE

11/12/82
 DATE

G. Schmitts (for CMR) 11/12/82
 SUPERVISOR'S SIGNATURE DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME Eileen Bloom

PAY PERIOD 05

A & F GT17

CMR GT08

Regular

Rock Creek GT25

Regular

DAY	REGULAR HOURS						OVERTIME						COMPTIME					
	NON SUPERFUND	SUPERFUND GENERAL		SUPERFUND SITE SPECIFIC #			NON SUPERFUND	SUPERFUND GENERAL		SUPERFUND SITE SPECIFIC #			NON SUPERFUND	SUPERFUND GENERAL		SUPERFUND SITE SPECIFIC #		
				HOURS/TFA05	HOURS/TGB05					HOURS/TFA	HOURS/TGB					HOURS/TFA	HOURS/TGB	
11/14 SUNDAY					—						—						—	
11/15 MONDAY					1.5	17					1.5	08					3.0	25
11/16 TUESDAY					5.5	17					—						1.0	25
11/17 WEDNESDAY					1.5	17					.5	08					—	
11/18 THURSDAY					4.0	17					.5	08					—	
11/19 FRIDAY					—						—						—	
11/20 SATURDAY					—						—						—	
11/21 SUNDAY					—						—						—	
MONDAY																		
TUESDAY																		
WEDNESDAY																		
THURSDAY																		
FRIDAY																		
SATURDAY																		
TOTAL					12.5						2.5						4.0	

Eileen R Bloom
EMPLOYEE'S SIGNATURE

Nov. 22, 1982
DATE

R. M. G.
SUPERVISOR'S SIGNATURE

11-22-82
DATE

BIMEEKLY SUPERFUND TIMESHEET

NAME Eileen Bloom

PAY PERIOD 06

A&F

Regular CMR

DAY	REGULAR HOURS						OVERTIME						COMP TIME			
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		HOURS/TFA05		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		HOURS/TFA		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #	
11/28 SUNDAY					—						—					—
11/29 MONDAY		3.0			2.0	17					—					—
11/30 TUESDAY		1.0			2.5	17					—					—
12/01 WEDNESDAY		—			—						—					—
12/02 THURSDAY		1.0			2.5	17					—					—
12/03 FRIDAY		—			4.5	17					1.5	08				—
12/04 SATURDAY		—			2.0	17					—					—
12/05 SUNDAY		—									—					—
12/06 MONDAY		—			6.0	17					—					—
12/07 TUESDAY																
WEDNESDAY																
THURSDAY																
FRIDAY																
SATURDAY																
TOTAL					20.5	17					1.5	08				

Eileen R Bloom

EMPLOYEE'S SIGNATURE

12/8/82

DATE

R Mlg

SUPERVISOR'S SIGNATURE

12-9

DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME Eileen Bloom

PAY PERIOD 07 -

Regular

DAY	REGULAR HOURS					OVERTIME					COMP TIME				
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #			NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #			NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		
			HOURS/TFA05	HOURS/TGB05				HOURS/TFA	HOURS/TGB				HOURS/TFA	HOURS/TGB	
SUNDAY															
MONDAY															
TUESDAY															
WEDNESDAY															
THURSDAY															
FRIDAY															
SATURDAY															
SUNDAY															
2/20 MONDAY															
2/21 TUESDAY															
2/22 WEDNESDAY															
2/23 THURSDAY															
2/24 FRIDAY															
2/25 SATURDAY															
TOTAL															

2/20
2/21
2/22
2/23
2/24
2/25

4.0 BT17

1.0 08

4.0

1.0

HOLIDAY

HOLIDAY

Eileen R Bloom
EMPLOYEE'S SIGNATURE

12/23/82
DATE

Rmg
SUPERVISOR'S SIGNATURE

12-26
DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME Eileen Bloom

PAY PERIOD 08

Regular

Regular

DAY	REGULAR HOURS						OVERTIME						COMP TIME					
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL
			HOURS/TFA05	HOURS/TGB05			HOURS/TFA	HOURS/TGB			HOURS/TFA	HOURS/TGB			HOURS/TFA	HOURS/TGB		
12/26 SUNDAY				—				—				—				—		
12/27 MONDAY		4.5 5.0		1.5 17				.5 08				—				—		
12/28 TUESDAY		1.0 2.5		2.0 17				.5 08				—				—		
12/29 WEDNESDAY		2.0		2.0 17				1.0 08				2.0 25				—		
12/30 THURSDAY		4.0		2.0 17				—				.5 25				—		
12/31 FRIDAY	HOLIDAY			—				HOLIDAY				—				—		
1/1 SATURDAY	HOLIDAY			—				HOLIDAY				—				—		
1/2 SUNDAY				—				—				—				—		
1/3 MONDAY				1.5 17				—				.5 25				—		
1/4 TUESDAY				.5 17				2.0 08				2.0 25				—		
WEDNESDAY																		
THURSDAY																		
FRIDAY																		
SATURDAY																		
TOTAL		7.0 12.0		9.5 17				4.0 08				5.0 25						

Eileen R Bloom

EMPLOYEE'S SIGNATURE

1/5/83

DATE

RUCG

SUPERVISOR'S SIGNATURE

1-5-83

DATE

EPA - OFFICE OF LEGAL AND ENFORCEMENT COUNSEL
SUPERFUND DAILY TIME SHEET

Employee Name: Eileen R. Bloom

Fixed Account #: Superfund
NonSuperfund

Pay Period - From: 1/23/83 To: 2/5/83 #10

	Sun 1/23	Mon 1/24	Tues 1/25	Wed 1/26	Thur 1/27	Fri 1/28	Sat 1/29	Sun 1/30	Mon 1/31	Tues 2/1	Wed 2/2	Thur 2/3	Fri 2/4	Sat 2/5	Total
REGULAR HOURS															
Superfund Non-Site Specific			1.0			.5	-	-	-	1.0	-	-	-	-	2.5
Superfund Site-Specific			R												
A&F BT 17	-	-	1.5	2.0	3.5	4.0			3.5	4.5					19.0
Rock Creek BT 25	-	3.0	3.0	1.5	-				.5	-					5.0
Johns Manville TA 5	-	1.0	1.0	1.0	-				-	-					3.0
CMR BT 08	-	-	-	-	-				-	2.0					2.0
	-														
Non-Superfund		4.0	4.5	3.5	4.0 7.5	3.0			4.5	2.0					25.5
TOTAL		8	8	8	7.5	7.5			8.5	9.5					57.0
OVERTIME HOURS															
Superfund Non-Site-Specific															
Superfund Site-Specific															
Non-Superfund															
TOTAL															
*OTHER 5/L					1.0										
GRAND TOTAL															

Employee Signature: Eileen R. Bloom

Supervisor Signature: RMG 2-3-83

*Specify annual or sick leave, compensatory time, holiday

EPA - OFFICE OF LEGAL AND ENFORCEMENT COUNSEL
SUPERFUND DAILY TIME SHEET

54

Employee Name: Eileen R. Bloom

Fixed Account #: Superfund
NonSuperfund

Pay Period - From: 2/6 To: 2/19 P.P.11

	Sun 2/6	Mon 2/7	Tues 2/8	Wed 2/9	Thur 2/10	Fri 2/11	Sat 2/12	Sun 2/13	Mon 2/14	Tues 2/15	Wed	Thur	Fri	Sat	Total
REGULAR HOURS															
Superfund Non-Site Specific															
Superfund Site-Specific		1.0	-	-	1.0	-	-	-	-						
A&F BT17	-	4.0	5.0	4.0	2.5	2.5	-	-	4.0	7.0					
CMR BT08	-	-	-	-	.5	-	-	-	-	-					
RockCreek BT25	-	-	-	-	-	.5	-	-	-	-					
Non-Superfund		3.0	3.0	2.0	4.0	4.5			4.0	1.0					
TOTAL															
OVERTIME HOURS															
Superfund Non-Site-Specific															
Superfund Site-Specific															
Non-Superfund															
TOTAL															
*OTHER				3.0											
GRAND TOTAL		8.0	8.0	9.0	8.0	7.5	-	-	8.0	8.0					

Employee Signature: Eileen R. Bloom

Supervisor Signature: R. M. 2/16

*Specify annual or sick leave, compensatory time, holiday

BIWEEKLY SUPERFUND TIMESHEET

NAME JOSEPH FREDIE

PAY PERIOD 12

DAY	REGULAR HOURS		SUPERFUND SITE SPECIFIC #		NON SUPERFUND	OVERTIME SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	COMP TIME		SUPERFUND SITE SPECIFIC #	
	NON SUPERFUND	SUPERFUND GENERAL	HOURS/TFA05	HOURS/TGB05			HOURS/TFA	HOURS/TGB		SUPERFUND GENERAL		HOURS/TFA	HOURS/TGB
SUNDAY													
MONDAY													
TUESDAY			8 YD50										
WEDNESDAY				4 Y7250									
THURSDAY			8 YH25										
FRIDAY				6 Y7050									
SATURDAY													
SUNDAY													
MONDAY			2 YD50	3 Y7250									
TUESDAY			4 YD50	2 Y750									
WEDNESDAY			4 YD50	1 Y725									
THURSDAY			2 YD50	1 Y725									
FRIDAY			2 YD50	2 Y725									
SATURDAY				4 Y708									
TOTAL			30	27									

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

3-7-83

BIWEEKLY SUPERFUND TIMESHEET

NAME JOSEPH FREDLE

PAY PERIOD 4/13

DAY	REGULAR HOURS					NON SUPERFUND	OVERTIME SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #				NON SUPERFUND	COMP TIME		SUPERFUND SITE SPECIFIC #	
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		HOURS/TFA05			HOURS/TGB05	SUPERFUND SITE SPECIFIC #		HOURS/TFA		HOURS/TGB	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #	
								HOURS/TFA		HOURS/TGB					HOURS/TFA	HOURS/TGB
SUNDAY																
MONDAY																
TUESDAY																
WEDNESDAY																
THURSDAY																
FRIDAY																
SATURDAY																
SUNDAY																
MONDAY						2	YT25									
TUESDAY						7	YT50									
WEDNESDAY						2 (YT05)	1 YT25									
						3	YT50									
THURSDAY						4	YT50									
FRIDAY						7	YT50									
SATURDAY																
TOTAL						2/24										

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

ORWichley

3/21/83

BIWEEKLY SUPERFUND TIMESHEET

NAME JOSEPH FREDLE
 PAY PERIOD 14

DAY	REGULAR HOURS				OVERTIME				COMP TIME			
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #	
			HOURS/TFA05	HOURS/TGB05			HOURS/TFA	HOURS/TGB			HOURS/TFA	HOURS/TGB
MARCH												
21 SUNDAY												
22 MONDAY	—			8 YT50								
23 TUESDAY	4			4 YT50								
24 WEDNESDAY	1			3 YT50								
25 THURSDAY	8			4 YT08								
26 FRIDAY	2			5 YT50								
27 SATURDAY				1 YT08								
28 SUNDAY												
29 MONDAY	2			3 YT50								
30 TUESDAY	—			3 YT08								
31 WEDNESDAY	7			8 YT08								
4/1 THURSDAY	—		3 YH25	1 YT50								
4/2 FRIDAY	1			4 YT08								
4/3 SATURDAY				4 YT50								
TOTAL	25		3									

29 = (YT50)
 23 = (YT08)

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME JOSEPH FREDLE
 PAY PERIOD 16

DAY	REGULAR HOURS				NON SUPERFUND	OVERTIME SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	COMP TIME		SUPERFUND SITE SPECIFIC #	
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC # HOURS/TFA05	HOURS/TGB05			HOURS/TFA	HOURS/TGB		SUPERFUND GENERAL	SUPERFUND GENERAL	HOURS/TFA	HOURS/TGB
SUNDAY													
18 MONDAY	5		1 DAI	2 T08									
19 TUESDAY	1		1 DAI	6 T08									
20 WEDNESDAY	4		1 DAI 3 H25										
21 THURSDAY	1		1 DAI 4 H25	2 T50									
22 FRIDAY	4			2 T08 2 T25									
SATURDAY													
SUNDAY													
25 MONDAY	—		7 DAI	1 T08									
26 TUESDAY	2		3 H25	3 T08									
27 WEDNESDAY	4		1 H25	3 T08									
28 THURSDAY	8												
29 FRIDAY	7		1 DAI										
SATURDAY													
TOTAL	36		23	21									

12-DAI 17 T08
 11 H25 2 T25
 2750

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

[Signature] 5/5/23

BIWEEKLY SUPERFUND TIMESHEET

NAME JOSEPH FREDLE

PAY PERIOD 17

MAY	DAY	REGULAR HOURS				NON SUPERFUND	OVERTIME SUPERFUND GENERAL	SUPERFUND		NON SUPERFUND	COMP TIME		SUPERFUND	
		NON SUPERFUND	SUPERFUND GENERAL	SITE SPECIFIC #				HOURS/TFA	HOURS/TGB		SUPERFUND GENERAL	SITE SPECIFIC #		
				HOURS/TFA05	HOURS/TGB05							HOURS/TFA1	HOURS/TGB	
	SUNDAY													
2	MONDAY	8												
3	TUESDAY	1		6 YC00										
4	WEDNESDAY	2		1 DAI	2 T08									
5	THURSDAY	—		1 DAI										
6	FRIDAY	—		6 YC00	2 T08									
	SATURDAY			7 YC00	1 T08									
	SUNDAY													
9	MONDAY	4		3 YC00	1 T08									
10	TUESDAY	—		3 D50										
11	WEDNESDAY	3		5 H25										
12	THURSDAY	2		3 YC00										
13	FRIDAY	4		2 D50										
14	SATURDAY			5 YC00	1 T08									
	TOTAL	24		49	4									

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME JOSEPH FREDLE

PAY PERIOD 18

DAY	REGULAR HOURS				NON SUPERFUND	OVERTIME SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	COMP TIME SUPERFUND GENERAL		SUPERFUND SITE SPECIFIC #	
	NON SUPERFUND	SUPERFUND GENERAL	HOURS/TFA05	HOURS/TGB05			HOURS/TFA	HOURS/TGB		HOURS/TFA	HOURS/TGB		
SUNDAY													
MONDAY	1		1 D25										
TUESDAY	—		6 YC00										
WEDNESDAY	2		4 YC00										
THURSDAY	6		2 D08										
FRIDAY	2		2 YC00										
SATURDAY													
SUNDAY													
MONDAY	1		5 1/2 YC00	2 TAI									
TUESDAY	0 1/2		5 1/2 YC00	3 1/2 TAI									
WEDNESDAY	1 1/2		3 1/2 YC00	3 1/2 TAI									
THURSDAY	4		4 1/2 YC00	1/2									
FRIDAY	8												
SATURDAY													
TOTAL	22		(46)	(8 TAI)									

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

5-27-83

BIWEEKLY SUPERFUND TIMESHEET

NAME JOE FREDLE

PAY PERIOD 26

DAY	REGULAR HOURS					NON SUPERFUND	OVERTIME SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	COMP TIME SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #	
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC # E					HOURS/TFA	HOURS/TGB			HOURS/TFA	HOURS/TGB
SEPT.													
SUNDAY													
MONDAY 5	8												
TUESDAY 6	3		4	YCOO	1	TOR							
WEDNESDAY 7	4		4	YCOO									
THURSDAY 8	—		8	YCOO									
FRIDAY 9	5		3	YCOO									
SATURDAY 10													
SUNDAY 11													
MONDAY 12	2		6	DF9									
TUESDAY 13	—		8	DF9									
WEDNESDAY 14	—		3	DF9									
THURSDAY 15	2		5	YCOO									
FRIDAY 16	3		3	DF9									
SATURDAY			3	YCOO									
TOTAL	27		52		1								

(YCOO = 30)

Joe Fredle

**EPA - OFFICE OF LEGAL AND ENFORCEMENT COUNSEL
SUPERFUND DAILY TIME SHEET**

Employee Name: MARY GADE P.P 10

Fixed Account #: Superfund
NonSuperfund

Pay Period - From 1/23/83 To: 2/5/83

	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
	1/23	1/24	1/25	1/26	1/27	1/28	1/29	1/30	1/31	2/1	2/2	2/3	2/4	2/5	
REGULAR HOURS															
Superfund Non-Site Specific															
Superfund Site-Specific															
3TJ857BT91		1	2						3	1					
3TJ857BT70				1					1	1	2	1			
3TJ857BT66					2						1				
3TJ857BT45									1	2					
3TJ857BT08										2					
Non-Superfund															
TOTAL															
OVERTIME HOURS															
Superfund Non-Site-Specific															
Superfund Site-Specific															
Non-Superfund															
TOTAL															
*OTHER <u>Comp day</u>															
GRAND TOTAL															

Employee Signature: Mary Gade

Supervisor Signature: Kelly 2-3-83

*Specify annual or sick leave, compensatory time, holiday

EPA - OFFICE OF LEGAL AND ENFORCEMENT COUNSEL
SUPERFUND DAILY TIME SHEET

Employee Name: MARY GADE

Fixed Account #: Superfund
NonSuperfund

Pay Period - From: 4/3
15

To: 4/16

	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
REGULAR HOURS	XX						XX	XX						XX	
3TJB57BA00	XX						XX	XX	Clew					XX	
Superfund Non-Site Specific	XX						XX	XX						XX	
	XX						XX	XX						XX	
Superfund Site-Specific	XX						XX	XX						XX	
	XX						XX	XX						XX	
3TJB57BT (Site #) 01	XX		2	2		1	XX	XX		2				XX	7
3TJB57BT (Site #) 66	XX		4	2	2	2	XX	XX		2				XX	12
3TJB57BT (Site #) 08	XX			1			XX	XX						XX	1
3TJB57BT (Site #) 45	XX						XX	XX		1				XX	1
3TJB57BT (Site #)	XX						XX	XX						XX	
3TJB57BT (Site #)	XX						XX	XX						XX	
Non-Superfund	XX	9	3	4	7	5	XX	XX		4				XX	
TOTAL	XX	9	9	9	9	8	XX	XX		9				XX	
OVERTIME HOURS															
Superfund Non-Site-Specific															
Superfund Site-Specific															
Non-Superfund															
TOTAL															
*OTHER <u>ANNUAL SICK COMP</u>															
GRAND TOTAL															

Employee Signature: Mary A. Gade

Supervisor Signature: RMLG

*Specify annual or sick leave, compensatory time, holiday IN OTHER COLUMN.

BIWEEKLY SUPERFUND TIMESHEET

NAME Ellen Harrison

PAY PERIOD 14-15

DAY	REGULAR HOURS						OVERTIME		SUPERFUND		NON SUPERFUND	COMP TIME		SUPERFUND	
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #				NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #			SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		
			HOURS/TFA05	HOURS/TGB05	HOURS/TFA	HOURS/TGB			HOURS/TFA	HOURS/TGB					
SUNDAY															
MONDAY	8														
TUESDAY	8														
WEDNESDAY	8														
THURSDAY	6			2	YD03										
FRIDAY	8														
SATURDAY															
SUNDAY															
MONDAY	8														
TUESDAY	8														
WEDNESDAY	8														
THURSDAY	14			3	YDA1	1	YTO8								
FRIDAY	7					1	YTO8								
SATURDAY															
TOTAL	73			5		2									

Ellen Harrison
EMPLOYEE'S SIGNATURE

4/15/83
DATE

[Signature]
SUPERVISOR'S SIGNATURE

4/14/83
DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME Ellen Harrison

PAY PERIOD 16

DAY	REGULAR HOURS						NON SUPERFUND	OVERTIME SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	COMP TIME SUPERFUND GENERAL		SUPERFUND SITE SPECIFIC #	
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #						HOURS/TFA	HOURS/TGB		HOURS/TFA	HOURS/TGB		
SUNDAY															
MONDAY	8														
TUESDAY	7				1	YTO8									
WEDNESDAY	8														
THURSDAY	8														
FRIDAY	7				1	TGB YTO2	MY NOO (YTO2)								
SATURDAY															
SUNDAY															
MONDAY	8														
TUESDAY	8				1										
WEDNESDAY	5														
THURSDAY	7				1	TGB YTO2	MY NOO (YTO2)								
FRIDAY	7				1	YTO1									
SATURDAY															
TOTAL	73				1	YTO1	4	YTO8							

2 YTO2

Ellen Harrison

4/29/83

DATE

SUPERVISOR'S SIGNATURE

DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME Ellen Harrison

PAY PERIOD 17

DAY	REGULAR HOURS				OVERTIME				COMP TIME			
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #	
			HOURS/TFA05	HOURS/TGB05			HOURS/TFA	HOURS/TGB			HOURS/TFA	HOURS/TGB
SUNDAY												
MONDAY	7		1	YD02								
TUESDAY	4.7		1	YD02								
WEDNESDAY	7			1	YT03							
THURSDAY	4		3	YD02	3	YT08						
FRIDAY	6		1	YD02	1	YT08						
SATURDAY												
SUNDAY												
MONDAY	5		2	YD02	1	YT03						
TUESDAY	4		1	YD02	3	YT03						
WEDNESDAY	3		1	YD02	3	YT03						
THURSDAY	1		4	YD02	2	YT08						
FRIDAY	5		1	YD02	2	YT08						
SATURDAY												
TOTAL	49		14		17							

Ellen Harrison
EMPLOYEE'S SIGNATURE

5/13/83
DATE

[Signature]
SUPERVISOR'S SIGNATURE

5/13/83
DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME Ellen Harrison

PAY PERIOD 25

DAY	REGULAR HOURS				OVERTIME		COMP TIME			
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL
			HOURS/TFA05	HOURS/TGB05			HOURS/TFA	HOURS/TGB		
SUNDAY										
MONDAY	8									
TUESDAY	3	Kilgo 10-Pt. LDI Tolneg	2	YD62						
WEDNESDAY	5	Kilgo 10-Pt. Therapum 10-Pt.	2	YD62						
THURSDAY	8		1	YD62						
FRIDAY	7			1 YTB7	Wade Park OSC					
SATURDAY										
SUNDAY										
MONDAY	8									
TUESDAY	6			2 YTB7	Wade Park OSC					
WEDNESDAY	2	Kilgo	1	YD62	5 YTB7	" "				
THURSDAY	5	Kilgo	2	YD62	1 YTB7	" "				
FRIDAY	6		1	YD62	1 YTB7	Mural				
SATURDAY										
TOTAL	58		7	YD62	9 YTB7					

8 YD62
1 YD96

9/2/83

Ellen Harrison

EMPLOYEE'S SIGNATURE

DATE

Ellen Harrison

SUPERVISOR'S SIGNATURE

9/2/83

DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME ELLEN HARRISON

PAY PERIOD 26

DAY	REGULAR HOURS					NON SUPERFUND	OVERTIME		SUPERFUND SITE SPECIFIC #			NON SUPERFUND	COMP TIME		SUPERFUND SITE SPECIFIC #		
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #				NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #				SUPERFUND GENERAL		SUPERFUND SITE SPECIFIC #		
			HOURS/TFA05	HOURS/TGB05					HOURS/TFA	HOURS/TGB					HOURS/TFA	HOURS/TGB	
SUNDAY																	
MONDAY	8																
TUESDAY	3			5	YT08	Chemical Mineral Reclamation											
WEDNESDAY	8																
THURSDAY	7	LDI Polrep	1	YD62	✓												
FRIDAY	7	LDI Polrep	1	YD62	✓												
SATURDAY																	
SUNDAY																	
MONDAY	8																
TUESDAY	8																
WEDNESDAY	8																
THURSDAY	8																
FRIDAY	7	Kilgo	1	YDF9	✓	LDI Polrep											
SATURDAY																	
TOTAL	72	LDI Kilgo	2	YD62 YDF9	5 ✓	YT08 Chemical Mineral											

Ellen Harrison
EMPLOYEE'S SIGNATURE

9/16/83
DATE

Alexis Kelly
SUPERVISOR'S SIGNATURE

9/19/83
DATE

BIWEEKLY SUPERFUND TIME SHEET

NAME Gregg Kulma
 PAY PERIOD #8

DAY	REGULAR HOURS				OVERTIME				COMP TIME			
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC	
			(REME/REMO) HOURS/TGA05	(ENFORCE) HOURS/TG005			(REME/REMO) HOURS/TGA05	(ENFORCE) HOURS/TG005			(REME/REMO) HOURS/TGA05	(ENFORCE) HOURS/TG005
SUNDAY												
MONDAY				8 FT08								
TUESDAY				8 FT08								
WEDNESDAY				8 FT08								
THURSDAY				8 FT08								
FRIDAY		8A										
SATURDAY												
TOTAL												

Gregg Kulma
 EMPLOYEE SIGNATURE

1/3/83
 DATE

Gregg L. Vanderlaan 1/5/83
 SUPERVISOR'S SIGNATURE DATE

BIWEEKLY SUPERFUND TIME SHEET

NAME Gregg Kulma

PAY PERIOD 6/27

DAY	REGULAR HOURS				OVERTIME				COMP. TIME			
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC (REME/REMO) (ENFORCE) HOURS/TGAOS HOURS/TGAOS		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC (REME/REMO) (ENFORCE) HOURS/TGAOS HOURS/TGAOS		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC (REME/REMO) (ENFORCE) HOURS/TGAOS HOURS/TGAOS	
SUNDAY												
MONDAY			9	FHP								
6/27			9	FHP								
TUESDAY												
WEDNESDAY												
THURSDAY												
FRIDAY												
SATURDAY												
TOTAL			18									

Gregg Kulma
EMPLOYEE SIGNATURE

7/5/83
DATE

42

Gregg Kulma
SUPERVISOR'S SIGNATURE

7/6/83 DATE

BIWEEKLY SUPERFUND TIME SHEET

NAME Gregg Kulma

PAY PERIOD #22

DAY	REGULAR HOURS					OVERTIME				COMP TIME			
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC		NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC		
			(REME/REMO) HOURS/TFA05	(ENFORCE) HOURS/TG005			(REME/REMO) HOURS/TFA05	(ENFORCE) HOURS/TG005			(REME/REMO) HOURS/TFA05	(ENFORCE) HOURS/TG005	
SUNDAY													
MONDAY													
TUESDAY													
WEDNESDAY													
THURSDAY													
FRIDAY													
SATURDAY													
TOTAL		9	18	9									

EMPLOYEE SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

Joel Balmer

7/20/83

NAME

PAPCKE, DANIEL -- EDO.

LABOR DISTRIBUTION LOG

ORGANIZATION EASTERN DISTRICT OFFICE

PAY PERIOD 15 - 4/4/82 - 4/17/82

ACCOUNT #	ACTIVITY	SITE	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT	REG TIME	OVER TIME	LEAVE s/a	TOTALS HOURS
GB05YA00	SUPPORT & MGMT	NON-SPECIFIC																		
GB05YT01	ENFORCEMENT	SEYMOUR, IN																		
GB05YT02	"	CORDOVA, MI																		
GB05YT03	"	LASKIN-POPLAR			1									4						5
GB05YT04	"	SUMMIT, OH																		
GB05YT05	"	GRAITLOT, MI																		
GB05YT06	"	REILLY TAR, MN																		
GB05YT07	"	(MacComb, Oakland & Wayne DETROIT, MI Counties) Barrels (Midnight Dumping)																		
GB05YT08	"	CHEM MIN, OH						4	1		2		2	1	2					12
GB05YT09	"	MID CO I, IN																		
GB05YT10	"	CHEM-DYNE, OH																		
GB05YT11	"	ACME REFIN, IL																		
GB05YT12	"	CIXZAR, IL																		
TGB05YT13	"	FISHER-CALO, IN																		
TGB05YT14	"	KEN INDUSTRIES																		
TGB05YT15	"	HODGES, IN																		
TOTAL					1			4	1		2		2	5	2					17

**EPA - OFFICE OF LEGAL AND ENFORCEMENT COUNSEL
SUPERFUND DAILY TIME SHEET**

Employee Name: PAULA REGAN

Fixed Account #: _____
Superfund _____
NonSuperfund _____

Pay Period - From: 4/3
15

To: 4/16

	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
REGULAR HOURS	XX						XX	XX						XX	
3TJB57BA00	XX						XX	XX						XX	
Superfund Non-Site Specific	XX						XX	XX		.4				XX	
Site Specific	XX	.3	.2	.4		—	XX	XX	.5					XX	
Superfund Site-Specific	XX						XX	XX						XX	
	XX						XX	XX						XX	
3TJB57BT (Site #) BT01	XX		1.6		.8		XX	XX	.4	.2				XX	2.8
3TJB57BT (Site #) BT03	XX						XX	XX	.7	.1				XX	1.4
3TJB57BT (Site #) BT28	XX						XX	XX	.5					XX	.5
3TJB57BT (Site #)	XX						XX	XX						XX	
3TJB57BT (Site #)	XX						XX	XX						XX	
3TJB57BT (Site #)	XX						XX	XX						XX	
Non-Superfund	XX	8.6	6.1	7.3	6.9		XX	XX	5.8	6.8				XX	
TOTAL	XX	8.9	7.9	7.7	7.7	—	XX	XX	7.9	8.0	8.0	8.0	8.0	XX	
OVERTIME HOURS															
Superfund Non-Site-Specific															
Superfund Site-Specific															
Non-Superfund															
TOTAL															
*OTHER ANNUAL SICK COMP						8 AL									
GRAND TOTAL		8.9	7.9	7.7	7.7	8			7.9	8.0	8.0	8.0	8.0	1 SL	

Employee Signature: Paula Regan

Supervisor Signature: RMG

*Specify annual or sick leave, compensatory time, holiday IN OTHER COLUMN.

**EPA - OFFICE OF LEGAL AND ENFORCEMENT COUNSEL
SUPERFUND DAILY TIME SHEET**

Employee Name: PAMELA REKAR
 Pay Period - From: 4-17 To: 4-30

Fixed Account #: Superfund
NonSuperfund

	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
REGULAR HOURS	XX						XX	XX						XX	
3TJB57BA00	XX						XX	XX						XX	
Superfund Non-Site Specific	XX						XX	XX						XX	
Site Specific BT00	XX		3.5			.8	XX	XX		.8				XX	3.1
Superfund Site-Specific	XX						XX	XX						XX	
BT01	XX						XX	XX						XX	
3TJB57BT (Site #) BT08	XX	.1	.3	1.3	.1	.8	XX	XX	.3					XX	.8
3TJB57BT (Site #) BT28	XX	3	.1	2.3		.6	XX	XX	1.8	1.2				XX	4.5
3TJB57BT (Site #) BT49	XX					2	XX	XX	1.8	1.8				XX	2.8
3TJB57BT (Site #)	XX						XX	XX						XX	
3TJB57BT (Site #)	XX						XX	XX						XX	
3TJB57BT (Site #)	XX						XX	XX						XX	
Non-Superfund	XX	5	4.7	5.2	8.6	4	XX	XX	4.4	5.4				XX	
TOTAL	XX	8.1	8.6	8.8	8.7	8.2	XX	XX	6.7	8.4	8	8	8	XX	
OVERTIME HOURS															
Superfund Non-Site-Specific															
Superfund Site-Specific															
Non-Superfund															
TOTAL															
*OTHER ANNUAL SICK COMP	0	0	0	0	0	0	0	0	1.6	0					
GRAND TOTAL	0	8	8	8	8	8	0	0	8	8	8	8	8		

Employee Signature: Pamela Rekar

Supervisor Signature: Kelly 4-28

*Specify annual or sick leave, compensatory time, holiday IN OTHER COLUMN.

EPA - OFFICE OF LEGAL AND ENFORCEMENT COUNSEL
SUPERFUND DAILY TIME SHEET

Employee Name: PAULA PEXAR

Fixed Account #: Superfund
NonSuperfund

Pay Period - From: 5/1 To: 5/14
17

	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
<u>REGULAR HOURS</u>	XX						XX	XX						XX	
3TJB57BA00	XX						XX	XX						XX	
Superfund Non-Site Specific	XX						XX	XX						XX	
Superfund Site-Specific	XX						XX	XX						XX	
3TJB57BT (Site #) BT01	XX						XX	XX						XX	
3TJB57BT (Site #) BT08	XX				.5		XX	XX						XX	.5
3TJB57BT (Site #) BT19	XX		3	3	2.5	1	XX	XX		1	1	1	1	XX	13.5
3TJB57BT (Site #) PT128	XX						XX	XX				1		XX	1
3TJB57BT (Site #)	XX						XX	XX						XX	
3TJB57BT (Site #)	XX						XX	XX						XX	
Non-Superfund	XX	8	5	5	5	7	XX	XX	7	7	7	7	7	XX	58
TOTAL	XX	8	8	8	8	8	XX	XX	7	8	8	8	8	XX	79
<u>OVERTIME HOURS</u>															
Superfund Non-Site-Specific															
Superfund Site-Specific															
Non-Superfund															
TOTAL															
*OTHER ANNUAL, SICK, COMP.		0	0	0	0	0	0	0	1 hr	0	0	0	0		1
GRAND TOTAL		8	8	8	8	8	0	0	8	8	8	8	8		80

Employee Signature: Paula Pexar

Supervisor Signature: Ruby 5-12

*Specify annual or sick leave, compensatory time, holiday IN OTHER COLUMN.

EPA - OFFICE OF LEGAL AND ENFORCEMENT COUNSEL
SUPERFUND DAILY TIME SHEET

Employee Name: PAMELA RECAL

Fixed Account #: Superfund
NonSuperfund

Pay Period - From: 6/26 To: 7/9

	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
<u>REGULAR HOURS</u>	XX						XX	XX						XX	
3TJB57BA00	XX						XX	XX						XX	
Superfund Non-Site Specific	XX						XX	XX						XX	
	XX	4	1	1	2	2	XX	XX	2	1	2	2	2	XX	19
Superfund Site-Specific	XX						XX	XX						XX	
	XX						XX	XX						XX	
3TJB57BT (Site #) BT08	XX						XX	XX						XX	
3TJB57BT (Site #) BT28	XX	1	3.5	3	1	2	XX	XX	1.5	4	1	1		XX	2.5
3TJB57BT (Site #) BT19	XX		.5	.5	1	.5	XX	XX		3	3	3	3	XX	25.5
3TJB57BT (Site #) BT98	XX	1	.5	.5	2		XX	XX	1	3	2	2	2	XX	3.5
3TJB57BT (Site #) BT99	XX	1	.5	1			XX	XX						XX	14
3TJB57BT (Site #)	XX						XX	XX						XX	2.5
Non-Superfund	XX						XX	XX						XX	
TOTAL	XX	1	2	2	2	.5	XX	XX	1.5	0	0	0	1	XX	10
	XX	8	8	8	8	5	XX	XX	8	8	8	8	8	XX	77
<u>OVERTIME HOURS</u>															
Superfund Non-Site-Specific															
Superfund Site-Specific															
Non-Superfund															
TOTAL	-	8	8	8	8	5	-	8		8	8	8	8	-	77
*OTHER	-	-	-	-	-	3 A/L	-	-		-	-	-	-	-	3
GRAND TOTAL	-	8	8	8	8	8	-	8		8	8	8	8	-	80

Employee Signature: Pamela Recal

Supervisor Signature: RMLG

**EPA - OFFICE OF LEGAL AND ENFORCEMENT COUNSEL
SUPERFUND DAILY TIME SHEET**

Employee Name: PAMELA RECAL

Fixed Account #: Superfund
NonSuperfund

Pay Period - From: 9/4 To: 9/17

	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
REGULAR HOURS	XX						XX	XX						XX	
3TJB57BA00	XX						XX	XX						XX	
Superfund Non-Site Specific	XX						XX	XX						XX	
	XX					2	XX	XX	8	1		2	1	XX	14
Supertund Site-Specific	XX						XX	XX						XX	
	XX						XX	XX						XX	
	XX						XX	XX						XX	
3TJB57BT (Site #) 08	XX						XX	XX						XX	
3TJB57BT (Site #) 19	XX						XX	XX					2	XX	2
3TJB57BT (Site #) 28	XX						XX	XX						XX	
3TJB57BT (Site #) 98	XX					1	XX	XX		4	4	4		XX	12
3TJB57BT (Site #) 99	XX						XX	XX		2	4	1	2	XX	10
3TJB57BT (Site #)	XX						XX	XX					2	XX	2
	XX						XX	XX					1	XX	1
Non-Superfund	XX					5	XX	XX	0	1	0	1		XX	7
TOTAL	XX	0	0	0	0	8	XX	XX	8	8	8	8	8	XX	48
OVERTIME HOURS															
Superfund Non-Site-Specific															
Superfund Site-Specific															
Non-Superfund															
TOTAL	0	0	0	0	0	0			0	0	0	0	0		0
*OTHER															
GRAND TOTAL		8AL	8AL	8AL	8AL	0			0	0	0	0	0		24
		8	8	8	8	8			8	8	8	8	8		72

Employee Signature: PAMELA RECAL

Supervisor Signature: RHILL

EPA - OFFICE OF LEGAL AND ENFORCEMENT COUNSEL
SUPERFUND DAILY TIME SHEET

Employee Name: PAULINA RECAL

Fixed Account #: Superfund
NonSuperfund

Pay Period - From: 9-18 To: 10-01

	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
REGULAR HOURS	XX						XX	XX						XX	
3TJB57BA00	XX	9-19	9-20	9-21	9-22	9-23	XX	XX	9-26	9-27	9-28	9-29	9-30	XX	
Superfund Non-Site Specific	XX						XX	XX						XX	
	XX	1	1		2	1	XX	XX	1					XX	7
Supertund Site-Specific	XX						XX	XX						XX	
	XX						XX	XX						XX	
	XX						XX	XX		1	3	2	2	XX	8
3TJB57BT (Site #) 08	XX						XX	XX						XX	3
3TJB57BT (Site #) 19	XX	2			3	1	XX	XX			2	4	4	XX	30
3TJB57BT (Site #) 28	XX	3	5	6	3	3	XX	XX						XX	
3TJB57BT (Site #) 98	XX						XX	XX						XX	
3TJB57BT (Site #) 99	XX						XX	XX	6	7	3	2	2	XX	20
3TJB57BT (Site #)	XX						XX	XX						XX	
Non-Superfund	XX	2	1	2	2	3	XX	XX	1					XX	10
TOTAL	XX	8	7	8	8	8	XX	XX	8	8	8	8	8	XX	79
OVERTIME HOURS															
Superfund Non-Site-Specific															
Superfund Site-Specific															
Non-Superfund		0	0	0	0	0	—	—	0	0	0	0	0	—	—
TOTAL		0	0	0	0	0	—	—	0	0	0	0	0	—	—
*OTHER		—	1 S/L	—	—	—	—	—	—	—	—	—	—	—	1
GRAND TOTAL		8	8	8	8	8	—	—	8	8	8	8	8	—	80

Employee Signature: Paulina Recal

Supervisor Signature: _____

BIWEEKLY SUPERFUND TIMESHEET

NAME A. R. Winkhofer

PAY PERIOD 16

DAY	REGULAR HOURS					NON SUPERFUND	OVERTIME SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #		NON SUPERFUND	COMP TIME SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #	
	NON SUPERFUND	SUPERFUND GENERAL	HOURS/TFA05		HOURS/TG005			HOURS/TFA	HOURS/TG0			HOURS/TFA	HOURS/TG0
SUNDAY													
MONDAY	8												
TUESDAY	7		1	D62									
WEDNESDAY	3		2	D62	3	T69							
THURSDAY	1		7	D62									
FRIDAY	3		5	D62									
SATURDAY													
SUNDAY													
MONDAY	8												
TUESDAY	8												
WEDNESDAY	8												
THURSDAY	7		1	D62									
FRIDAY	8												
SATURDAY													
TOTAL	61		16		3								

A. R. Winkhofer
EMPLOYEE'S SIGNATURE

5/1/83
DATE

W. Anderson
SUPERVISOR'S SIGNATURE

5/9/83
DATE

BIWEEKLY SUPERFUND TIMESHEET

NAME A. E. Winkhofer

PAY PERIOD 17

DAY	REGULAR HOURS						OVERTIME		SUPERFUND				COMP TIME		SUPERFUND			
	NON SUPERFUND	SUPERFUND GENERAL	SUPERFUND SITE SPECIFIC #				NON SUPERFUND	SUPERFUND GENERAL	SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL	GENERAL		SITE SPECIFIC #		NON SUPERFUND	SUPERFUND GENERAL
			HOURS/TFA05		HOURS/TGB05				HOURS/TFA	HOURS/TGB					HOURS/TFA	HOURS/TGB		
SUNDAY																		
MONDAY	7		1	D62														
TUESDAY	7		1	D62														
WEDNESDAY	5		2	D62	1	T08												
THURSDAY	8																	
FRIDAY	7		1	D62														
SATURDAY																		
SUNDAY																		
MONDAY	6		1	D62	1	T08												
TUESDAY	7				1	T08												
WEDNESDAY	8																	
THURSDAY	3		3	D70														
			1	D62	1	T08												
FRIDAY	7		1	D70														
SATURDAY																		
TOTAL	65		11		4													

A. E. Winkhofer
EMPLOYEE'S SIGNATURE

5/16/83
DATE

W. Anders
SUPERVISOR'S SIGNATURE

5/23/83
DATE

ATTACHMENT Z

NOTICE TO PROCEED WITH EMERGENCY RESPONSE TO HAZARDOUS
SUBSTANCE RELEASE

EPA Form 1900-49 ()

Page 1 of 7

1. Contract Number

68-95-0012

2. Effective Date

11-25-81

3. Negotiation Authority:

41 U.S.C. 252(c)(2)

4. Issued By

USEPA, Region V, EDO
25089 Center Ridge Road
Westlake, Ohio 44145

5. Administered By

Environmental Protection Agency
Headquarters Procurement Operations (PM-214-M)
401 M Street, S.W.
Washington, D.C. 20460

6. Contractor Name and Address

SAMSEL SERVICES Co.
1285 OLD RIVER Rd.
CLEVELAND, OHIO 44113

7. Paying Office

USEPA
Financial Management (MD-32)
ATTN: Administrative Audit Section
Research Triangle Park, N.C. 27711

8. Accounting and Appropriation Data

68-20X8145

FTFA 725 E 08

25.35

508001

50,000

9. Incident Number

10. Activity Code

E

11. SCHEDULE

ARTICLE I - STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, materials, services, facilities, and otherwise do all things necessary for or incident to the performance of the work set forth below:

SECURE AREA, REPAIR FENCE, CLEAN UP AND DISPOSE OF SPILLED MATERIAL ON SITE, DISPOSE OF EMPTY DRUMS, SAMPLE VATS AND HAVE ANALYZED FOR E.P. TOXICITY. ALSO OTHER ON-SITE WORK AS DIRECTED BY THE O.S.C.

(See Continuation of Schedule on pages 2 through 8)

PRPD

12. Name of Contractor

By

(Signature of Person Authorized to Sign)

15. United States of America

By

(Signature of Contracting Officer)

13. Name and Title of Signer
(Type or Print)

FRANK J. SAMSEL
PRESIDENT

14. Date
Signed

11/25/81

16. Name of Contracting Officer
(Type or Print)

Joseph J. Fredle

17. Date
Signed

11/25/81

ATTACHMENT

2

cc per required

SCHEDULE

ARTICLE II - NOTICE TO PROCEED

This agreement constitutes an authorization for the Contractor to immediately proceed with performance of the work described in Article I, including procurement of necessary materials.

ARTICLE III - DEFINITIZATION

A. It is contemplated that a time and materials type definitive contract will be negotiated on the basis of the Schedule and General Provisions of this notice to proceed. To accomplish this result, the Contractor agrees to promptly enter negotiations over the terms of a definitive contract with a Contracting Officer who will be designated by the office specified in block 5 of this notice. All questions of a contractual nature should be referred to the designated Contracting Officer.

B. This notice to proceed will be superseded by a definitive contract within thirty (30) calendar days after the effective date of this notice, unless an extension thereof is granted by the designated Contracting Officer. Failure to execute a definitive contract within the time specified above will be treated as a dispute under the "Disputes" clause of this notice to proceed.

ARTICLE IV - PERIOD OF PERFORMANCE

The period of performance of the work specified herein shall be 90 DAYS from the effective date of this notice to proceed.

ARTICLE V - LIMITATION OF GOVERNMENT LIABILITY

The maximum amount for which the Government shall be liable under this notice to proceed is \$ 50,000. The Contractor shall not make expenditures or incur obligations in the performance of this notice to proceed which exceed the maximum amount specified herein, except at the Contractor's own risk.

ARTICLE VI - CONSIDERATION AND PAYMENT

A. The Government will pay to the Contractor for performance of the work described herein the amount of costs determined to be payable in accordance with the hourly labor rate schedule to be agreed upon by the Contractor and the designated Contracting Officer. The costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed. These rates shall include the cost of labor, indirect expenses, and profit. Fractional parts of an hour will be payable on a prorated basis. The number of hours for which the Government will reimburse the Contractor shall include only the time of employees whose services are applied directly to the work specified herein. The Contractor shall maintain time and labor distribution records for all such employees to substantiate the number of hours for which the Contractor claims reimbursement. These records shall be maintained for each employee providing services hereunder and shall document the time worked during the period of performance of the work specified above.

B. Allowable costs of direct materials shall be determined in accordance with Subpart 1-15.2 of the Federal Procurement Regulations. Reimbursement of material costs shall be exclusive of profit. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, General and Administrative expense, allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 1-15.2 of the Federal Procurement Regulations. The Contractor will be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment has been made for such purchased items or services.

SCHEDULE

C. The cost of subcontracts shall be reimbursable costs hereunder, provided such costs are consistent with paragraph D. below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under paragraph B. above. The requirement for payment for reimbursement shall not apply to the Contractor who is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, which costs are included in the hourly rate or rates payable under paragraph A. above.

D. The Contractor shall, to the extent of his ability, procure materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials, and take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of such benefits, it shall promptly notify the Contracting Officer to that effect, and give the reason therefor. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of resulting scrap when the amount of such scrap is appreciable, commissions, and other amounts which have been accrued to the benefit of the Contractor, or would have so accrued except for the fault or neglect of the Contractor. Such benefits lost through no fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

E. Allowable travel expenses shall be determined in accordance with Subpart 1-15.2 of the Federal Procurement Regulations. Travel includes costs for transportation, lodging, and subsistence. Travel expenses may include General and Administrative expenses to the extent they are clearly excluded from any factor of charge against direct labor hours. Reimbursement of travel expenses shall be exclusive of profit. The Contractor shall be reimbursed for travel expenses only when records are available to substantiate travel expenses claimed hereunder.

F. Invoices for payment shall be submitted no more frequently than once per month. Upon receipt of invoices, the Government will, subject to the provisions of this article, make payment thereon, except that five percent (5%) of the amount due shall be withheld. The total amount withheld shall not exceed \$50,000. Such amounts withheld will be retained until the execution and delivery of release by the Contractor is accomplished as provided in paragraph J. below.

G. If at any time the Contractor has reason to believe that the hourly rate payments and material, subcontract, and travel costs which will accrue in the performance of this contract in the next succeeding thirty (30) days, when added to all other payments and cost previously accrued, will exceed eighty-five percent (85%) of the Government's liability as set forth in ARTICLE V, the contractor shall notify the designated Contracting Officer to that effect giving a revised estimate, together with supporting reasons and documentation.

H. The Government shall not be obligated to pay the Contractor any amount in excess of the Government's liability set forth in ARTICLE V, and the Contractor shall not be obligated to continue performance if to do so would exceed the amount of the Government's liability set forth in ARTICLE V, unless and until the designated Contracting Officer shall have notified the Contractor in writing that the Government's liability has been increased and shall have specified in such notice an increased amount which shall then constitute the Government's liability for performance under this notice to proceed. When and to the extent the Government's liability as set forth in ARTICLE V has been increased, any hours expended and material, subcontract, and travel costs incurred by the Contractor in excess of the Government's liability prior to the increase shall be allowable to the same extent as if such hours had been expended and such costs had been incurred after such increase in the Government's liability.

I. At any time or times prior to final payment under this contract, the Contracting Officer may cause to be made such audit of the invoices or vouchers and substantiating material as shall be deemed necessary. Each payment theretofore made shall be subject to reduction to the extent of amounts which are found by the Contracting Officer not to have been properly payable, and shall also be subject to reduction for overpayments, or to increase for underpayments, on preceding

SCHEDULE

invoices or vouchers. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all provisions of this contract, the Government will pay any balance due and owing the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as may be practicable following completion of the work under this contract, but in no event later than one (1) year (or such longer period as the Contracting Officer may, in his discretion, approve in writing) from the date of such completion.

J. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (i) specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor; and
- (ii) claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

K. The Contractor agrees that any refunds, rebates, or credits (including any interest thereon) accruing to or received by the Contractor or any assignee, which arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest thereon) in form and substance satisfactory to the Contracting Officer.

ARTICLE VII - SUBMISSION OF INVOICES

A. Invoices for payment shall be submitted in quadruplicate and shall include the contract number, incident number (see block 9 on page 1 of this notice), activity code (see block 10 on page 1 of this notice), description of services, and amount of payment requested.

B. All invoices for payment shall be submitted to the On-Scene Coordinator who will forward the invoices to the paying office specified in block 7 of page 1 of this notice to proceed. All invoices shall include the following statement on the reverse of the invoice or in an attachment to the invoice:

On-Scene Coordinator's Certification

I certify to the best of my knowledge and belief that the amounts shown on the invoice are proper and that the services have been performed and are accepted.

On-Scene Coordinator

SCHEDULE

C. All invoices for payment shall be accompanied by a summary of costs claimed by major cost element: labor, materials, subcontracts, and travel.

ARTICLE VIII - INSPECTION AND ACCEPTANCE

The On-Scene Coordinator is authorized to perform inspection and acceptance of services to be provided. Inspection and acceptance will be performed at the location of the hazardous substance release.

ARTICLE IX - INSURANCE

A. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work except as otherwise provided.

B. The Contractor shall exercise reasonable care and use his best efforts to prevent accidents, injury or damage to all employees, persons and property, in and about the pollution cleanup project.

C. The Contractor and subcontractors shall be responsible for and make good at their own cost and expense any and all loss of or damage of whatsoever nature to their equipment, material and to Government-owned material and equipment which is in the possession of the Contractor for possible use in the cleanup activities, whether at the work site or elsewhere, arising or growing out of the performance of the work, except where the Contractor can affirmatively show that such loss or damage was due to causes beyond the Contractor's control or was proximately caused by the fault or negligence of agents or employees of the Government acting within the scope of their authority. To induce the Contractor to perform the work for the compensation provided, it is specifically agreed that the Contractor's aggregate liability on account of loss of or damage to all or part of their equipment and material and said Government-owned material and equipment shall in no event exceed the sum of \$300,000. The Government will assume the risk of loss or damage to such equipment and material and said Government-owned materials and equipment in excess of \$300,000 including, but not limited to, loss or damage from negligence of whatsoever degree of the Contractor's servants, employees, agents or subcontractors but specifically excluding loss or damage from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers and any of his managers, superintendents or other equivalent representatives who have supervision or direction of (i) all or substantially all of the Contractor's business or (ii) all or substantially all of the Contractor's operation for any one pollution project (or part thereof), provided, however, that as to such risk assumed and borne by the Government, the Government shall be subrogated to any claim, demand or cause of action against third persons which exists in favor of the Contractor; provided further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, or join the Government as a co-defendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

D. The Contractor indemnifies and holds harmless the Government, its agencies and instrumentalities, agents and employees, against all suits, actions, claims, costs or demands (including, without limitation, suits, actions, claims, costs or demands resulting from death, personal injury and property damage) to which the Government, its agencies and instrumentalities, agents and employees may be subject or put by reason of damage or injury (including death) to the property or person of any one other than the Government, its agencies, instrumentalities, agents, or employees, arising from performance of the work, unless the Contractor can affirmatively show that the damage was caused by the Government, its employees, agents or contractors in hazardous substance response activities and in the exercise of care reasonable under the circumstances and that the action giving rise to the claim was necessary and the damage unavoidable.

SCHEDULE

E. The Contractor shall procure at its own expense, and shall maintain in force and effect Employee's Liability and Workmen's Compensation Insurance covering all persons performing the work hereunder. The Contractor shall procure and shall maintain in force and effect Public Liability and Property Damage Insurance of at least \$300,000 covering all classes of work to be performed and equipment present or used in the performance of the work hereunder. The Contractor shall procure and maintain in force and effect Marine Insurance covering liability incurred under the U.S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act as appropriate, of at least \$300,000, where the hazardous substance response activity involves work on the navigable waters. The Contractor shall obtain insurance in the amount of \$300,000 to cover the loss of all contractor and subcontractor owned or rented equipment and supplies during the performance of the work, including transportation to and from any work site.

F. No allowance shall be made by the Contractor in the contract price for the inclusion of any premium expense or charge for any reserve made on account of self insurance for coverage against any risk assumed by the Government under this article.

G. As soon as practicable after the occurrence of any loss or damage the risk of which the Government has assumed, written notice of such loss or damage shall be given by the Contractor to the Contracting Officer, which notice shall contain full particulars of such loss or damage. If claim is made or suit is brought thereafter against the Contractor as the result or because of such event, the Contractor shall immediately deliver to the Government every demand, notice, summons or other process received by it or its representatives. The Contractor shall cooperate with the Government and, upon the Government's request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.

ARTICLE X - SERVICE CONTRACT ACT OF 1965, AS AMENDED

This notice to proceed and resulting definitive contract are subject to the Service Contract Act of 1965, As Amended. Accordingly, each service employee employed in the performance of the work set forth herein is required to be paid not less than the minimum monetary wage and to be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor. The applicable wage and fringe benefit determination from the Secretary of Labor is not currently available; however, such wage and fringe benefit determination will be incorporated into the contract definitizing this notice to proceed. When, as a result of the Secretary of Labor's determination of minimum wages and fringe benefits, the Contractor is required to increase the wages or fringe benefits of service employees working on this notice to proceed, the applicable contract labor rates and payment to the Contractor, will be retroactively adjusted to reflect any such increase in wages or fringe benefits.

ARTICLE XI - ORDER OF PRECEDENCE

In the event of an inconsistency between the provisions of this notice to proceed, the inconsistency shall be resolved by giving precedence in the following order: (a) the schedule, including the Statement or Scope of Work; (b) the General Provisions; (c) the other provisions of the notice to proceed whether incorporated by reference or otherwise; and (d) the specifications.

ARTICLE XII - REPORT OF DAILY SERVICES

The Contractor shall submit to the On-Scene Coordinator a daily report which identifies all charges for which the Government will be billed as a result of that day's service. Daily reports shall be in accordance with a format to be provided by the On-Scene Coordinator and shall include an itemization of the labor hours incurred for each employee, material charges, subcontract costs, and travel costs.

SCHEDULE

ARTICLE XIII - GENERAL PROVISIONS

The following General Provisions are hereby incorporated by reference into this notice to proceed:

<u>Clause</u>	<u>Citation</u>
1. Definitions	FPR 1-7.102-1
2. Extras	FPR 1-7.102-3
3. Variation in Quantity	FPR 1-7.102-4
4. Responsibility for Supplies	FPR 1-7.102-6
5. Assignment of Claims	FPR 1-7.102-8
6. Additional Bond Security	FPR 1-7.103-2
7. Examination of Records by Comptroller General	FPR 1-7.103-3
8. Default	FPR 1-7.102-11
9. Disputes	FPR Temp. Reg. 55
10. Notice and Assistance Regarding Patent and Copyright Infringement	FPR 1-7.103-4
11. Buy American Act	FPR 1-7.102-14
12. Convict Labor	FPR 1-7.103-5
13. Contract Work Hours and Safety Standards Act - Overtime Compensation	FPR 1-7.102-15
14. Walsh-Healey Public Contracts Act	FPR 1-7.103-6
15. Equal Opportunity	FPR 1-7.102-16
16. Officials Not to Benefit	FPR 1-7.102-17
17. Covenant Against Contingent Fees	FPR 1-7.102-18
18. Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals	FPR Temp. Reg. 50, Supplement 2
19. Utilization of Labor Surplus Area Concerns	FPR 1-7.103-9
20. Pricing of Adjustments	FPR 1-7.102-20
21. Charges	41 U.S.C. 15-7.150-1
22. Termination for the Convenience of the Government	FPR 1-7.102-19
23. Inspection of Services	41 U.S.C. 15-7.150-2
24. Insurance	FPR 1-7.303-46
25. Payments	41 U.S.C. 15-7.150-3
26. Interest	FPR 1-7.303-26
27. Audit	FPR 1-7.103-18
28. Federal, State and Local Taxes	FPR 1-7.102-10
29. Price Reduction for Defective Cost or Pricing Data - Price Adjustments	FPR 1-7.103-17
30. Disabled Veterans and Veterans of the Vietnam Era	FPR Temp. Reg. 39
31. Authorization and Consent	41 U.S.C. 15-7.102-50
32. Protection of Government Buildings, Equipment, and Vegetation	41 U.S.C. 15-7.150-4
33. Service Contract Act of 1965, As Amended	FPR 1-12.904-1
34. Government Property	FPR 1-7.402-25
35. Employment of the Handicapped	FPR Temp. Reg. 39
36. Clean Air and Water	FPR 1-7.102-23
37. Organizational Conflicts of Interest	EPA Proc. Info. Notice 78-23
38. Utilization of Women-Owned Business Concerns	FPR Temp. Reg. 54
39. Notice to the Government of Labor Disputes	FPR 1-7.203-3

Contract/Order Number: 68 95 0012
Estimated Cost/Price : \$50,000
Name of Contractor : Samuel Services Co.
Location of Release : CMR - Cleveland, Ohio

The Comprehensive Environmental Response, Compensation and Liability Act of 1980 authorizes the President to take action whenever there is a release or substantial threat of release into the environment of any hazardous substance. Hazardous substances include those elements or compounds which after release into the environment and upon exposure, either directly or indirectly, may cause death, disease, or illness.

An emergency situation currently exists in which there is a release or a substantial threat of release of a hazardous substance(s) at the location specified above. This hazardous substance(s) presents an imminent and substantial danger to the public health and welfare. The contractor named above has been selected to assist the Environmental Protection Agency in responding to the emergency. The release or threat of release of the hazardous substance(s) requires an immediate response which would be delayed pending selection of a contractor through competitive procedures. Such delays would further increase the danger to the public presented by the hazardous substance(s).

11/25/81
Date

Joseph Frulli
Contracting Officer

Contract Number: 68 95 0012

Upon the basis of the following findings and determination, the proposed contract described below may be negotiated without formal advertising pursuant to the authority of 41 U.S.C. 252(c)(2), as implemented by § 1-3.202 of the Federal Procurement Regulations.

Findings

1. The Environmental Protection Agency proposes to procure by negotiation services to respond to an emergency in which there is a release or substantial threat of release of a hazardous substance(s) into the environment.
2. Procurement by negotiation of the above described services is necessary because the release of such hazardous substance(s) presents an imminent and substantial threat to the public health and welfare.
3. Use of formal advertising for procurement of the above described services is impracticable because such method of procurement would delay the emergency response action necessary to remove the hazardous substance(s) or to prevent the release of such substance(s) which, upon exposure, may cause death, disease, or illness.

Determination

The proposed contract is for services for which the public exigency will not permit the delay incident to formal advertising.

11/25/81
Date

Joseph F. Felle
Contracting Officer

DETERMINATION AND FINDINGS - AUTHORITY TO
USE A TIME AND MATERIALS CONTRACT

EPA Form 1900-53

()

Contract Number: 68 95 0012

Upon the basis of the following findings and determination which I hereby make pursuant to § 1-3.406-1 of the Federal Procurement Regulations, the proposed contract described below may be entered into on a time and materials basis.

Findings

1. The Environmental Protection Agency proposes to enter into a time and materials contract for the procurement of services to respond to an emergency in which there is a release or substantial threat of release of a hazardous substance(s) into the environment.
2. The procurement to be performed requires immediate action to remove a hazardous substance(s) or to prevent the release of such substance(s) which, upon exposure, may cause death, disease, or illness to the public. The nature of the work required to respond to the threat is such that the extent of the work and costs cannot be reasonably estimated at the time of placing the contract. The amount of effort and types of materials required for the procurement depend upon the type and amounts of hazardous substance(s) involved, the source from which the substance(s) is or may be released, and other factors which must be analyzed. The analysis of these factors will occur during the response effort; however, initial response must begin immediately and cannot be delayed pending complete assessment of the emergency situation as the health and welfare of the public is being endangered.

Determination

It is impracticable to secure services of the type described above without the use of the proposed type of contract as it is not possible at the time of placing the contract to estimate the extent of the work or to anticipate costs with any reasonable degree of confidence.

11/25/81
Date

Joseph F. Volk
Contracting Officer

Contract Number: 68 95 0012

Pursuant to the Federal Procurement Regulations, Subpart 1-1.1003-2(4), the proposed procurement is not being publicized in the Department of Commerce publication, "Commerce Business Daily, Synopsis of U.S. Government Proposed Procurement, Sales and Contract Awards," because the procurement is of such unusual and compelling emergency that the Government would be seriously injured if bids or offers were permitted to be made more than 15 calendar days after issuance of the invitation for bids or request for proposals or the date of transmittal of the synopsis, whichever is earlier.

11/25/81
Date

Joseph Fulle
Contracting Officer

ATTACHMENT A1

JUL 30, JULY 1966
CES ADMINISTRATION
REG. (41 CFR) 1-16.101

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 1

1. AMENDMENT/MODIFICATION NO. one (1)		2. EFFECTIVE DATE JAN 07 1982		3. REQUISITION/PURCHASE REQUEST NO. WA 82-H044		4. PROJECT NO. (If applicable)	
5. ISSUED BY US Environmental Protection Agency Procurement Section H (PM-214-M) 401 M Street, S.W. Washington, D.C. 20460				6. ADMINISTERED BY (If other than block 5) CODE			
7. CONTRACTOR NAME AND ADDRESS Samsel Service Company 1285 Old River Road Cleveland, Ohio 44113 (Street, city, county, state, and ZIP Code)				8. AMENDMENT OF SOLICITATION NO. DATED (See block 9) MODIFICATION OF CONTRACT/ORDER NO. 68-95-0012 DATED 11/25/81 (See block 11)			
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
10. ACCOUNTING AND APPROPRIATION DATA (If required) C-1 68-20X8145 508001 FTFA725E08 25.35 \$50,000.00							
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input checked="" type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 12.							
12. DESCRIPTION OF AMENDMENT/MODIFICATION The purpose of this modification is to increase the limitation of Government liability under this Notice to Proceed. Accordingly: ARTICLE V - <u>Limitation of Government Liability</u> is modified to increase the maximum amount for which the Government shall be liable under this Notice to Proceed from \$50,000.00 to \$100,000.00							
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.							
13. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE							
14. NAME OF CONTRACTOR/OFFEROR				17. UNITED STATES OF AMERICA BY <u>Clark M. Henning</u> (Signature of Contracting Officer)			
BY _____ (Signature of person authorized to sign)				18. NAME OF CONTRACTING OFFICER (Type or print) Clark M. Henning			
15. NAME AND TITLE OF SIGNER (Type or print)				16. DATE SIGNED		19. DATE SIGNED JAN 07 1982	



UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION V
230 SOUTH DEARBORN ST.
CHICAGO, ILLINOIS 60604

REPLY TO ATTENTION OF:

March 16, 1982

5MSA

Samsel Service Company
1285 Old River Road
Cleveland, Ohio 44113

Attention: Frank J. Samsel
President

Gentlemen:

Subject: Modification No. 2 to Contract No. 68-95-0012

Enclosed are four copies of the subject contractual document.

It is requested that the original and two copies of the document be properly signed and returned to me as promptly as possible.

The extra copy may be retained by you for informational purposes. It is requested that names be typed below the signature. The Government is in no way liable under the proposed contract modification until such time as the document has been fully executed by the Contracting Officer.

A copy of the document will be furnished to you after it has been formally executed.

If any question arises as to any terms or provisions of the document, please call me at (312) 886-6585. Do not alter the document in any manner.

Sincerely yours,

Elissa Speizman
Elissa Speizman
Supervisory Contract Specialist

Enclosure

*Norma!
Copies have been
signed - Please Mail
Bob*

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGE 1	OF 1
1. AMENDMENT/MODIFICATION NO. <div style="text-align: center; font-size: 1.2em;">Two (2)</div>		2. EFFECTIVE DATE		3. REQUISITION/PURCHASE REQUEST NO. <div style="text-align: center; font-size: 1.2em;">WA 82-H044</div>	
4. PROJECT NO. (If applicable)		5. ISSUED BY CODE U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604			
6. ADMINISTERED BY (If other than block 5) CODE					
7. CONTRACTOR NAME AND ADDRESS CODE <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> (Street, city, county, state, and ZIP Code) <div style="text-align: center; font-size: 1.2em;">Samsel Services Company</div> <div style="text-align: center;">1285 Old River Road</div> <div style="text-align: center;">Cleveland, Ohio 44113</div> </div>		FACILITY CODE		8. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <u>68-95-0012</u> DATED <u>11/25/81</u> (See block 11)	
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
10. ACCOUNTING AND APPROPRIATION DATA (If required) <div style="text-align: center; font-size: 1.2em;">N/A</div>					
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input checked="" type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of <u>41 U.S.C. (c) (2)</u> It modifies the above numbered contract as set forth in block 12.					
12. DESCRIPTION OF AMENDMENT/MODIFICATION <div style="margin-top: 20px;"> <p>The purpose of this modification is to extend the period of performance specified in the Notice to Proceed.</p> <p>Accordingly:</p> <p>Article IV - <u>PERIOD OF PERFORMANCE</u>, is hereby revised to read as follows:</p> <p>"ARTICLE IV - <u>PERIOD OF PERFORMANCE</u></p> <p>The period of performance of the work specified herein shall be from the effective date of this Notice to Proceed through May 25, 1982."</p> </div>					
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.					
13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE					
NAME OF CONTRACTOR/OFFEROR <u>Samsel Services Company</u>		17. UNITED STATES OF AMERICA			
BY <u>[Signature]</u> (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)			
15. NAME AND TITLE OF SIGNER (Type or print)		16. DATE SIGNED		18. NAME OF CONTRACTING OFFICER (Type or print)	
				19. DATE SIGNED	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1
1 1

1. AMENDMENT/MODIFICATION NO. Three (3)	2. EFFECTIVE DATE 4/27/82	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
5. ISSUED BY U.S. Environmental Protection Agency 2 South Dearborn Street Chicago, Illinois 60604		6. ADMINISTERED BY (If other than block 5)	

7. CONTRACTOR NAME AND ADDRESS Samsel Services Company 1285 Old River Road Cleveland, Ohio 44113	8. AMENDMENT OF SOLICITATION NO. DATED (See block 9) MODIFICATION OF CONTRACT/ORDER NO. 68-95-0012 DATED 11/25/81 (See block 11)
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9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

C-1	68/20X8145	508001	2TFA725E08	25.35	\$40,000.00
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11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(b) ☒ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) ☐ This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The purpose of this modification is to increase the limitation of Government liability under this Notice to Proceed.

ACCORDINGLY:

ARTICLE V - LIMITATION OF GOVERNMENT LIABILITY is modified to increase the maximum amount for which the Government shall be liable under this Notice to Proceed from \$100,000.00 to \$140,000.00.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☒ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☐ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA BY <u>Elissa Speizman</u> (Signature of Contracting Officer)		
15. NAME AND TITLE OF SIGNER (Type or print)	16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print) Elissa Speizman	19. DATE SIGNED 4/27/82

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 1

1. AMENDMENT/MODIFICATION NO. Four (4)		2. EFFECTIVE DATE 5/13/81		3. REQUISITION/PURCHASE REQUEST NO. WA 82-H044		4. PROJECT NO. (If applicable)	
5. ISSUED BY U.S. Environmental Protection Agency 230 South Dearborn Street Chicago, Illinois 60604				6. ADMINISTERED BY (If other than block 5) CODE			
7. CONTRACTOR NAME AND ADDRESS Samsel Services Company 1285 Old River Road Cleveland, Ohio 44113 (Street, city, county, state, and ZIP Code)				FACILITY CODE		8. <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. 68-95-0012 DATED 11/25/81 (See block 11)	
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
10. ACCOUNTING AND APPROPRIATION DATA (If required) C-1 508001 FTFA725E08 25.35 \$65,000.00 68/20X8145							
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input checked="" type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 12.							
12. DESCRIPTION OF AMENDMENT/MODIFICATION The purpose of this modification is to increase the limitation of Government liability under this Notice to Proceed. Accordingly: ARTICLE V - <u>LIMITATION OF GOVERNMENT LIABILITY</u> is modified to increase the maximum amount for which the Government shall be liable under this Notice to Proceed from \$140,000.00 to \$205,000.00.							
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.							
13. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE							
14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)				17. UNITED STATES OF AMERICA BY <u>Elissa Speizman</u> (Signature of Contracting Officer)			
15. NAME AND TITLE OF SIGNER (Type or print)		16. DATE SIGNED		18. NAME OF CONTRACTING OFFICER (Type or print)		19. DATE SIGNED	
				Elissa Speizman		5/13/82	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1	1
1. MODIFICATION NO. ve (5)		2. EFFECTIVE DATE June 4, 1982	3. REQUISITION/PURCHASE REQUEST NO. WA 82-H044	4. PROJECT NO. (If applicable)	
5. ISSUED BY U.S. Environmental Protection Agency South Dearborn Street Chicago, Illinois 60604		6. ADMINISTERED BY (If other than block 5)		CODE	
7. CONTRACTOR NAME AND ADDRESS Samsel Services Company 1285 Old River Road Cleveland, Ohio 44113 <small>(Street, city, county, state, and ZIP Code)</small>		FACILITY CODE		8. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> DATED _____ (See block 9) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. 68-95-0012 DATED 11/25/81 (See block 11)	
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
10. ACCOUNTING AND APPROPRIATION DATA (If required) C-1 68/20X8145 508001 2TFA725E08 25.35 \$100,000.00					
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. <input checked="" type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 12.					
12. DESCRIPTION OF AMENDMENT/MODIFICATION The purpose of this modification is to increase the limitation of Government liability under this Notice to Proceed. Accordingly: ARTICLE V - <u>LIMITATION OF GOVERNMENT LIABILITY</u> is modified to increase the maximum amount for which the Government shall be liable under this Notice to Proceed from \$205,000.00 \$305,000.00.					
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.					
13. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE					
14. NAME OF CONTRACTOR/OFFEROR			17. UNITED STATES OF AMERICA BY <u>Elissa Speizman</u> (Signature of Contracting Officer)		
15. NAME AND TITLE OF SIGNER (Type or print)			16. DATE SIGNED		19. DATE SIGNED
			Elissa Speizman		June 4, 1982

JULY 1960 ADMINISTRATION (CFR) 1-16.101		AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGE 1	OF 1
MODIFICATION NO. (6)		2. EFFECTIVE DATE JUN 10 1982	3. REQUISITION/PURCHASE REQUEST NO. WA 82-H044	4. PROJECT NO. (If applicable)	
ISSUED BY Environmental Protection Agency Procurement Section H 401 M Street, SW. (PM-214-F) Washington, D.C. 20460		6. ADMINISTERED BY (If other than block 5)		CODE	
CONTRACTOR NAME AND ADDRESS Samsel Services Company 1285 Old River Road Cleveland, Ohio 44113		FACILITY CODE		8. AMENDMENT OF SOLICITATION NO. DATED (See block 9) MODIFICATION OF CONTRACT/ORDER NO. 68-95-0012 DATED 11/25/81 (See block 11)	
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
10. ACCOUNTING AND APPROPRIATION DATA (If required) 58/20X8145 508001 2TFA725E08 25.35 Obligate \$150,000.00					
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input checked="" type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 12.					
12. DESCRIPTION OF AMENDMENT/MODIFICATION The purpose of this modification is to increase the limitation of Government liability under this Notice to Proceed. ACCORDINGLY: ARTICLE V - LIMITATION OF GOVERNMENT LIABILITY is modified to increase the maximum amount for which the Government shall be liable under this Notice to Proceed from \$305,000.00 to \$455,000.00.					
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.					
13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE					
14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		17. UNITED STATES OF AMERICA BY <u>Paige E. Peck</u> (Signature of Contracting Officer)			
15. NAME AND TITLE OF SIGNER (Type or print)		16. DATE SIGNED		18. NAME OF CONTRACTING OFFICER (Type or print) Paige E. Peck	
				19. DATE SIGNED JUN 10 1982	